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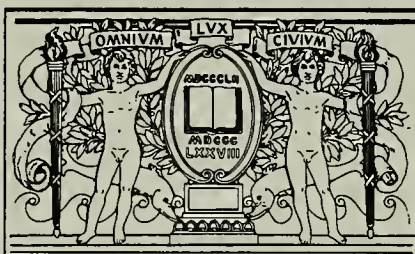
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RUGGLES CENTER PUBLIC HEARING

JUNE 29, 1989





RUGGLES CENTER
SUBMISSION TO BRA BOARD JUNE 29, 1989

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M E M O R A N D U M

June 29, 1989

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: ANTHONY A. WILLIAMS, ASSISTANT DIRECTOR FOR NEIGHBORHOOD
HOUSING AND DEVELOPMENT
PAMELA WESSLING, DEPUTY DIRECTOR FOR URBAN DESIGN
AND DEVELOPMENT
LAVAL S. WILSON, JR., SPECIAL ASSISTANT

SUBJECT: PUBLIC HEARING ON A DEVELOPMENT IMPACT PROJECT PLAN AND
PLANNED DEVELOPMENT AREA PLAN FOR ONE LINCOLN STREET AND
FOR A DEVELOPMENT IMPACT PROJECT PLAN, MASTER PLAN AND
PLANNED DEVELOPMENT AREA PLAN FOR RUGGLES CENTER

EXECUTIVE

SUMMARY: This memorandum requests that with regard to a proposal to redevelop the Kingston-Bedford garage and Lincoln-Essex parking lot downtown and the Southwest Corridor Parcel 18 in Roxbury, that the Boston Redevelopment Authority (1) make findings, in accordance with Parcel to Parcel Linkage Program Project I, required for the approval of, and approve, a Development Impact Project Plan and Planned Development Area Plan for One Lincoln Street and for a Development Impact Project Plan, Master Plan, and Planned Area Plan for Phase I of Ruggles Center, (2) approve minor modifications to the Campus High School Urban Renewal Area Plan and Land Use Map and the South End Urban Renewal Plan, Reuse Parcel Map, Land Use Map, and Property Map; (3) authorize the Director to take all actions and to execute all documents deemed necessary and appropriate for the disposition and development of One Lincoln Street and Ruggles Center, including the Sale and Construction Agreement for One Lincoln Street, the Conveyance and Construction Agreement for Ruggles Center, and the Memorandum of Understanding regarding Community Benefits. Specific actions are subject to the terms and conditions outlined in the attached resolution.

PARCEL TO PARCEL LINKAGE I

Metropolitan/Columbia Plaza Venture, which received tentative designation from the City and the Massachusetts Bay Transportation Authority to redevelop the Kingston Bedford garage and Lincoln-Essex parking lot downtown and Southwest Corridor Parcel 18 in Roxbury, requests authorization to establish two joint ventures to carry out the projects envisioned in Parcel to Parcel Linkage Program Project I. The new entities, Kingston Bedford Joint Venture and Ruggles Center Joint Venture, each request approval of zoning plans necessary to complete the projects.



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MEMORANDUM
PARCEL-TO-PARCEL LINKAGE I

June 29, 1989

The two developments, known as One Lincoln Street and Ruggles Center, are the first in the City's Parcel to Parcel Linkage Program. The development of One Lincoln Center is linked to and makes possible the development of Ruggles Center, thus triggering a critical mass of growth activity in an area which may not otherwise attract investment. The development of Ruggles Center will serve as the anchor to build a new service-oriented neighborhood economy in Roxbury and act as a catalyst to raise living standards of residents through the creation of new jobs and community development programs. Furthermore, the Ruggles Center development will stimulate additional development and inner city renewal in Roxbury and the Southwest Corridor.

For the Chinatown community the development of One Lincoln Street as part of the Program will strengthen the existing economy by providing opportunities for neighborhood business expansion and offering Chinatown residents diverse job opportunities.

Both communities will benefit from housing and job training linkage, a community development fund, child care facilities and other community benefits programs. In addition to these benefits, the joint ventures developing One Lincoln Street and Ruggles Center include community-based investors and non-profit organizations, thereby promoting equity participation by community developers. The projects will also create opportunities for minority and women enterprises by establishing a minimum participation goal by minority and women businesses in all project construction contracts and professional technical services budgets.

ONE LINCOLN CENTER

Development Program

Kingston Bedford Joint Venture (KBJV) is seeking approval of a Development Impact Project Plan and Planned Development Area Plan for One Lincoln Street, a mixed use development consisting of an office building with both a low-rise element and a tower. Retail uses will be located on the lower floors. One Lincoln Street also includes an underground parking garage containing parking for up to 920 cars on five levels. The development, sited on 74,082 square feet, is approximately 952,000 square feet of gross floor area. The low-rise component has a height of approximately 101 feet and the tower has a height of approximately 465 feet.

The developer anticipates that construction of One Lincoln Street will commence in first quarter of 1990. It is currently contemplated that the building will be completed by the end of 1993. A fact sheet is appended for your reference in Tab 3.

June 29, 1989

Site Description

One Lincoln Street will be located within the parcel of land in Boston, bounded by Kingston Street, Bedford Street, Essex Street, the John F. Fitzgerald Expressway and Lincoln Street (other than the portion of said land occupied by 88 Kingston Street, 105 Bedford Street and the portion of Columbia Street adjacent to 105 Bedford Street). The project is described in the Development Plan.

Open Spaces and Landscaping

One Lincoln Street will include a series of ground floor lobbies, passages, and public spaces which incorporate retail shops. KBJV intends to construct a four-story landscaped and sky-lit atrium which extends upward from the second floor above the central public space. A community exhibition area is proposed to be included in the development of the public atrium area. KBJV will also landscape the sidewalk area surrounding the building, pave the sidewalk area with brick pavings with granite curbs, provide acorn lighting fixtures and street trees, and preserve the existing granite slabs in the sidewalk area.

If and when the City widens Essex Street, a project which would necessitate the demolition of 88 Kingston Street, KBJV has committed to landscape that corner site as well.

RUGGLES CENTER

Development Program

Ruggles Center Joint Venture (RCJV) is applying for Planned Development Area designation for the site. Because Ruggles Center is a phased project on more than five acres of land, RCJV requests approval of a Master Plan which outlines the general concept, phasing, and density for the entire project. The Master Plan also satisfies the zoning code requirement for a Development Impact Project Plan. As plans for each phase progress, RCJV will submit a Development Plan for each phase. At this time, RCJV is submitting the Development Plan for Phase I.

The total project may include three office buildings, a hotel, a parking garage, and child care and retail space. The project, when completed, will be approximately 1,220,000 square feet of gross floor area with building heights varying from 96 feet to 178 feet to the top of the last occupiable floor. A central plaza will be the focal point of Ruggles Center with a series of retail uses and building lobbies opening onto the plaza.

June 29, 1989

Site Description

The development site for Ruggles Center consists of 5.10 acres located in Roxbury, bounded by Ruggles Street, Tremont Street, Melnea Cass Boulevard and land owned by the Massachusetts Bay Transportation Authority (MBTA). The development site for Phase I consists of 2.96 acres. A plan depicting the site and the Phase I site is attached in the Development Plan for Phase I.

The developer proposes to commence construction of Phase I in October of 1989. Phase I of Ruggles Center involves the construction and development of three distinct elements of the Master Plan: a plaza, an office/retail building, and a free standing parking garage. As part of the development of Phase I, the Applicant will improve that portion of Columbus Avenue Extension located in Phase I and the sidewalks abutting the office/retail building and the garage.

It is estimated that the construction of the subsequent buildings on Ruggles Center will occur during the period 1991 to 1996.

Open Spaces and Landscaping

A central plaza on axis with the principal facade of Ruggles Station will be the focal point of the project. The boundaries of the plaza are set forth on the plaza plan attached as Exhibit C of the Development Plan. The plaza will be constructed by the developer for the benefit of the general public, subject to the receipt by the developer of a two million dollar grant from the City for the cost of designing and constructing the plaza. With a series of retail uses and building lobbies opening onto the plaza located in front of the Ruggles Station entrance, it is anticipated that the plaza will become a hub of pedestrian activity.

COMMUNITY PROCESS

The Parcel 18 and Kingston Bedford sites are available for development as the result of an extensive community participation process.

In 1985 Mayor Raymond Flynn, Governor Michael Dukakis and the Parcel 18 + Development Task Force signed an agreement to link the development of Parcel 18 to that of a major downtown site -- the City owned Kingston Bedford garage. That agreement established the BRA as the agent for the State, the City, and the MBTA in order to carry out the project.

MEMORANDUM
PARCEL-TO-PARCEL LINKAGE I

June 29, 1989

In June of 1987, the City and MBTA selected Columbia Plaza Associates (CPA) to serve as the minority partner for both the Parcel 18 and Kingston Bedford projects. Columbia Plaza Associates is a partnership of Asian American, Black, and Hispanic entrepreneurs. The partnership also includes community-based investors and organizations.

Columbia Plaza, in turn, selected Metropolitan Structures as its partner from a field of three nationally prominent developers. The two entities then formed Metropolitan/Columbia Plaza Venture. CPA holds a fifty percent equity position in the project.

The Parcel 18+ Development Task Force and the Chinatown/ South Cove Neighborhood Council have worked diligently with the BRA to develop the Parcel-to-Parcel Linkage Program and to advise the BRA on all aspects of these projects, including developer selection.

The Roxbury and Chinatown groups are included in the Parcel-to-Parcel Linkage Advisory Panel. Also participating in the panel are: the BRA, the MBTA, the City of Boston Real Property and Public Facilities Departments, the Governor's Office of Economic Development, and the Mayor's Office of Jobs and Community Services. Metropolitan/Columbia Plaza Venture has worked closely with the Advisory Panel to shape the direction of the two projects and, in particular, to refine a benefits package for the communities.

PUBLIC BENEFITS

In keeping with the objectives of the Parcel-to-Parcel Linkage Project 1 and recent and proposed amendments to the Boston Zoning Code, Metropolitan/Columbia Plaza Venture has proposed an extensive public benefits package that includes programs to build affordable housing, fund job training programs, stimulate minority business opportunities, and provide child care facilities.

KBJV and RCJV have been negotiating a Memorandum of Understanding with the Boston Redevelopment Authority, the Parcel 18 + Development Task Force, and the Chinatown / South Cove Neighborhood Council which describes in detail the public benefits. A copy is attached as Tab 8 in the One Lincoln Street Book and Tab 9 for the Ruggles Center Book. A summary is included below.

MEMORANDUM
PARCEL-TO-PARCEL LINKAGE I

June 29, 1989

Community Development Fund

A community development fund will be established through the Parcel-to-Parcel Linkage I Program. The developer will contribute to the fund: 10 percent of the developer's fee from both projects and a percentage of the net operating income and refinancing and resale proceeds from Parcel 18. In addition, the developer will capitalize the fund with at least two million dollars to be paid no later than the date of building permit for One Lincoln Street and with fixed annual payments of \$800,000 for a period of 10 years. This ten million dollar payment will be contributed from the One Lincoln Street project. In addition, KBJV will provide five percent of net refinancing and sales proceeds for various public programs and projects. One million dollars of this contribution is earmarked for the community development fund.

Monies from this fund can be used to support community development in various areas of special needs, such as venture capital for new businesses, expansion of existing establishments, physical improvements and beautification, and social services. It is estimated that ten to fifteen million dollars will be generated for this fund.

Contributions to the fund from One Lincoln Street will be distributed so that one third of the money is earmarked for the benefit of Chinatown, one third for Roxbury, and one third to be allocated citywide through a competitive process.

Housing Linkage

The developer intends to make its Housing Linkage contribution by means of the Housing Creation Option. One Lincoln Street generates approximately \$4,300,000 in housing linkage and the full development of Ruggles Center will generate approximately \$4,300,000. The contributions from both projects total \$8.6 million. It is currently anticipated that the total proceeds from both projects will be distributed equally to benefit the development of affordable housing units in Roxbury and Chinatown.

With respect to One Lincoln Street, the developer will make an advance payment of one million dollars with the balance paid as a lump sum payment no later than ninety days after the Building Permit Date for the structure of the project. With respect to Ruggles Center, the developer will make its Linkage Payment as a lump sum payment, to be paid up front no later than the Building Permit Date for the structure of the project.

June 29, 1989

Jobs Linkage

One Lincoln Center will generate approximately \$900,000 in jobs linkage and Ruggles Center will generate approximately \$900,000. The Jobs Payment shall be designated in a manner to ensure that the contributions benefit the Chinatown and Roxbury communities equally.

Child Care Facilities

Kingston Bedford Joint Venture will provide, on-site or off-site, child care facilities in Chinatown for a total of 100 children. Ruggles Center Joint Venture will provide, on-site or off-site, child care facilities in Roxbury for a total of 100 children. The developers will work with the City and community groups to design appropriate child care programs.

\$400,000 Challenge Grant

Kingston Bedford Joint Venture will make available \$400,000 as a challenge grant, subject to being matched on a two-for-one basis by public or private sources, for developing minority capacity to obtain management level positions in the real estate industry. A portion of such funds shall be used to expand existing programs which provide practical education, training and certificates in a variety of real estate professions, such as property management, appraisal, brokerage and development. Even if matching funds are not found after a period of time, the developer will make its contribution to real estate training for minorities.

Neighborhood Business Opportunities

The developer will provide opportunities for neighborhood businesses that are interested in expanding their operations and to individuals entrepreneurs who are interested in starting new businesses. The development team has proposed several programs to help provide opportunities for neighborhood businesses and entrepreneurs.

Construction Jobs

Kingston Bedford Joint Venture and Ruggles Center Joint Venture shall each cause the general contractor for their respective projects, to the best of the contractor's ability, to grant preference in hiring Boston residents during the construction period. The developers have agreed to achieve the standard of fifty percent residents, thirty percent minorities and ten percent women for the work force on the construction of project.

June 29, 1989

Permanent Jobs

Kingston Bedford Joint Venture and Ruggles Center Joint Venture will make good faith efforts to encourage tenants of the projects to hire Boston residents for new job openings, will become signatories to the Boston Compact, and will participate in the Private Industry Council's Summer Jobs Program, in addition to activities specified in the Memorandum of Understanding for Community Benefits.

Technical Assistance & Outreach to MBE/WBE

The developers will jointly hire a staff person who will coordinate community benefits and will have as one of his or her major responsibilities the outreach and liaison work required to attract MBEs and WBEs during the preconstruction phase and all other development phases of each project. The proponents will each spend time within the community encouraging and recruiting MBEs and WBEs to participate in the projects.

MBE Retail

Ruggles Center Joint Venture and Kingston Bedford Joint Venture have each set as a minimum goal the leasing of thirty (30%) percent of the total leasable square footage of all retail space in Ruggles Center and One Lincoln Street, respectively, to MBEs and will use best efforts to market such retail space to MBEs. To reach this goal the proponents each intend to work with local retail merchants and established merchant associations within geographic proximity to their respective projects to ensure that local merchants are aware of retail space opportunities and have the first opportunity to locate to Ruggles Center and One Lincoln Street.

Incubator Space

Ruggles Center Joint Venture will work with the Advisory Panel to develop a business incubator program in a phase of Ruggles Center to be designated by Ruggles Center Joint Venture. The goal of the business incubator program is to provide opportunities at relatively low costs for existing or start-up businesses to explore new ideas and business operations. The developer will provide financial assistance to the business incubator for space planning and build-out of the business incubator operations.

June 29, 1989

DEVELOPMENT REVIEW REQUIREMENTS

One Lincoln Street

The project is subject to the Development Review Requirements of Article 31 of the Boston Zoning Code, including the submission of Environmental Impact Reports in accordance with State regulations. The Secretary of the Executive Office of Environmental Affairs issued a Certificate of Adequacy for the Draft Environmental Impact Report in May 1989. The developer intends to submit the Final Environmental Impact Report in August.

Therefore, it is recommended that final approval be subject to the satisfactory mitigation of the project's impacts, as determined by the BRA through its Adequacy Determination. It is requested that the BRA Board authorize the Director to issue the Adequacy Determination upon completion of the review by the BRA of the Draft and Final Project Impact Reports.

Ruggles Center

The Project is subject to Development Review Procedures of the BRA and the State's environmental review process. The Secretary of the Executive Office of Environmental Affairs issued a Certificate of Adequacy for the Draft Environmental Impact Report in May of 1989. The developer intends to submit the Final Environmental Impact Report in August. Therefore, it is recommended that final approval be subject to the satisfactory mitigation of the project's impacts, as determined by the BRA.

PLANNED DEVELOPMENT AREA / DEVELOPMENT IMPACT PROJECT REQUIREMENTS

One Lincoln Street

Kingston Bedford Joint Venture has requested several actions from the BRA Board necessary for the project to proceed. Because the developer is seeking a PDA zoning designation for the site, a Development Plan is required to be submitted and approved by the BRA Board. In addition, Article 26A of the Boston Zoning Code requires that the Board approve a Development Impact Project ("DIP") Plan which outlines the linkage obligation of the Kingston Bedford Joint Venture. These two documents, the Development Plan and DIP Plan, are combined into a single document and attached in Tab 5 to this memorandum for the Board's approval.

MEMORANDUM
PARCEL-TO-PARCEL LINKAGE I

June 29, 1989

A Cooperation Agreement (in relation to the Development Plan) and DIP Agreement (in relation to the DIP Plan) are also appended in Tabs 7 and 6 respectively. The developer requests that the BRA Board authorize the Director to enter into these agreements substantially in the form appended, thereby making enforceable the provisions of the Development Plan and DIP Plan.

Pursuant to Article 27D, new zoning regulations for the portion of the Downtown IPOD which includes the site, the South Station Economic Development Area, are pending approval by the City. Within the South Station Economic Development Area, the site is located in an area designated as the Parcel-to-Parcel Linkage Development Area. One Lincoln Street complies with the requirements applicable within the Parcel-to-Parcel Linkage Development Area, that proposed buildings be in substantial accord with maximum building height of 465 feet and a maximum FAR of 14.0.

Ruggles Center

Ruggles Bedford Joint Venture has requested several actions from the BRA Board necessary for the Project to proceed. Because the developer is seeking a PDA zoning designation for the site based upon a Master Plan, the plan must be submitted and approved by the BRA Board. In addition, because the Developer is seeking to proceed with Phase I of the Ruggles Center, a Development Plan for Phase I is required to be submitted and approved by the BRA Board. Further, Articles 26A and 26B of the Boston Zoning Code require that the Board approve a Development Impact Project (DIP) Plan which outlines the linkage obligation of the Ruggles Bedford Joint Venture. The Master Plan and DIP Plan are combined into a single document and attached in Tab 5 of this memorandum for the Board's approval. The Development Plan for Phase I is also attached in Tab 6 of this memorandum for the Board's approval.

A Cooperation Agreement (in relation to the Development Plan) and DIP agreement (in relation to the DIP Plan) are also appended in Tabs 8 and 7 respectively. The developer requests that the BRA Board authorize the Director to enter into these agreements substantially in the form appended, thereby making enforceable the provisions of the Development Plan and DIP Plan.

SALE & CONSTRUCTION AGREEMENT (One Lincoln Street)

One Lincoln Street will be constructed in part on land owned by the City, including the Kingston Bedford garage site, the Lincoln Essex lot, and portions of Columbia Street. The total area of the City owned land is 50,172 square feet. To govern the transfer of land to KBJV, it is necessary for the City, KBJV, and the BRA to enter into a

June 29, 1989

Sale and Construction Agreement. The property was subject to two appraisals which valued the land at \$13.6 million dollars and \$14 million dollars. In accordance with the Agreement, KBJV will pay \$15 million dollars for the City - owned land. In addition, the Sale and Construction Agreement will include provisions whereby KBJV will pay over time as a percent of profits one million dollars to the City's Neighborhood Parking Fund, \$700,000 for land acquisitions to widen Essex Street and an additional one million dollars to the Community Development Fund. If Essex Street is widened, the developer will also commit, through the Sale and Construction Agreement, to construct a park in place of 88 Kingston Street, and to provide a portion of the land needed for the widening.

CONVEYANCE & CONSTRUCTION AGREEMENT (Ruggles Center)

Ruggles Center will be constructed on land owned by the MBTA which will be transferred to the BRA for ten dollars per square foot for sale or lease to RCJV. A Conveyance and Construction Agreement, to be executed amongst the developer, the MBTA and the BRA, and the Development Agreement which was executed amongst MCPV, the MBTA, and the BRA, defines the terms of the transfers.

URBAN RENEWAL MODIFICATIONS

Ruggles Center

The proposed development of Ruggles Center necessitates minor modifications to the Campus High Urban Renewal Plan and the South End Urban Renewal Plan. These actions are described in greater detail below. In the opinion of the General Counsel, such proposed modifications are minor and do not substantially or materially alter these Plans.

Campus High Urban Renewal Plan

Implementation of the project will require minor modifications of the Land Use Plan for the Campus High School Urban Renewal Area. The Parcel 18 Site is located within the Campus High Urban Renewal Area. At the time of adoption, the Parcel 18 Urban Renewal Area was designated for open space and the construction of the Southwest Expressway. Since the Authority no longer intends to utilize this area for these uses, the Land Use Map should be amended to allow the property to be used for mixed use: general office and general business.

June 29, 1989

South End Urban Renewal Plan

Implementation of the project will require minor modifications of the South End Urban Renewal Plan. A portion of the Parcel 18 Urban Renewal Area is designated as Reuse Parcel No.X13 on the map entitled "Map 3, Reuse Parcels, South End Urban Renewal Area, R-56" dated May, 1965 incorporated in the South End Urban Renewal Plan.

Since the Authority no longer intends to utilize this area for these uses, the Land Use Map should be amended to allow the property to be used for mixed use: general office and general business. Further, the development of the Parcel 18 Site will remain subject to development review by the Authority. The reuse Parcel Map should be amended to remove such portion of the Parcel 18 Urban Renewal Area from Reuse Parcel No. X13.

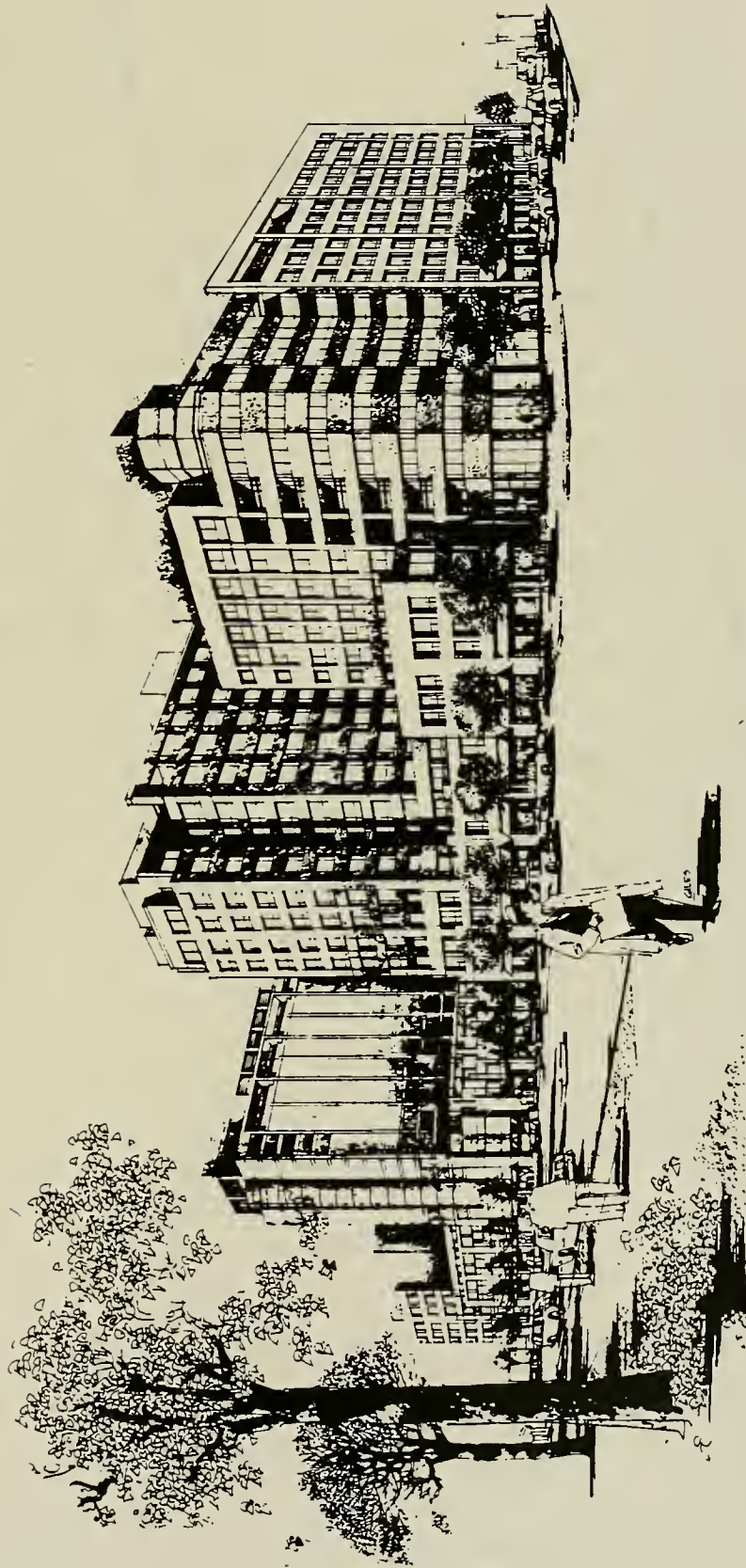
CONCLUSION

Attached in Tab 4 of this memorandum are Resolutions of the Boston Redevelopment Authority regarding the applications of KBJV and RCJV for planed development area and development project approval for One Lincoln and Ruggles Center respectively. This document incorporates the extensive public and BRA review process and presents findings which conclude that the proposed PDA designation and plans and DIP Plans for the Projects satisfy the Code and that the Development Plan and DIP Plan for One Lincoln Street and the Master Plan/DIP Plan and the Development Plan for Ruggles Center "conform to the general plan for the city as a whole"; and are not "injurious to the neighborhood or otherwise detrimental to the public welfare"; and otherwise satisfy the applicable requirements of the Code. Also attached are resolutions regarding the minor modifications to the Campus High School Urban Renewal Plan and the South End Urban Renewal Plan.

June 29, 1989

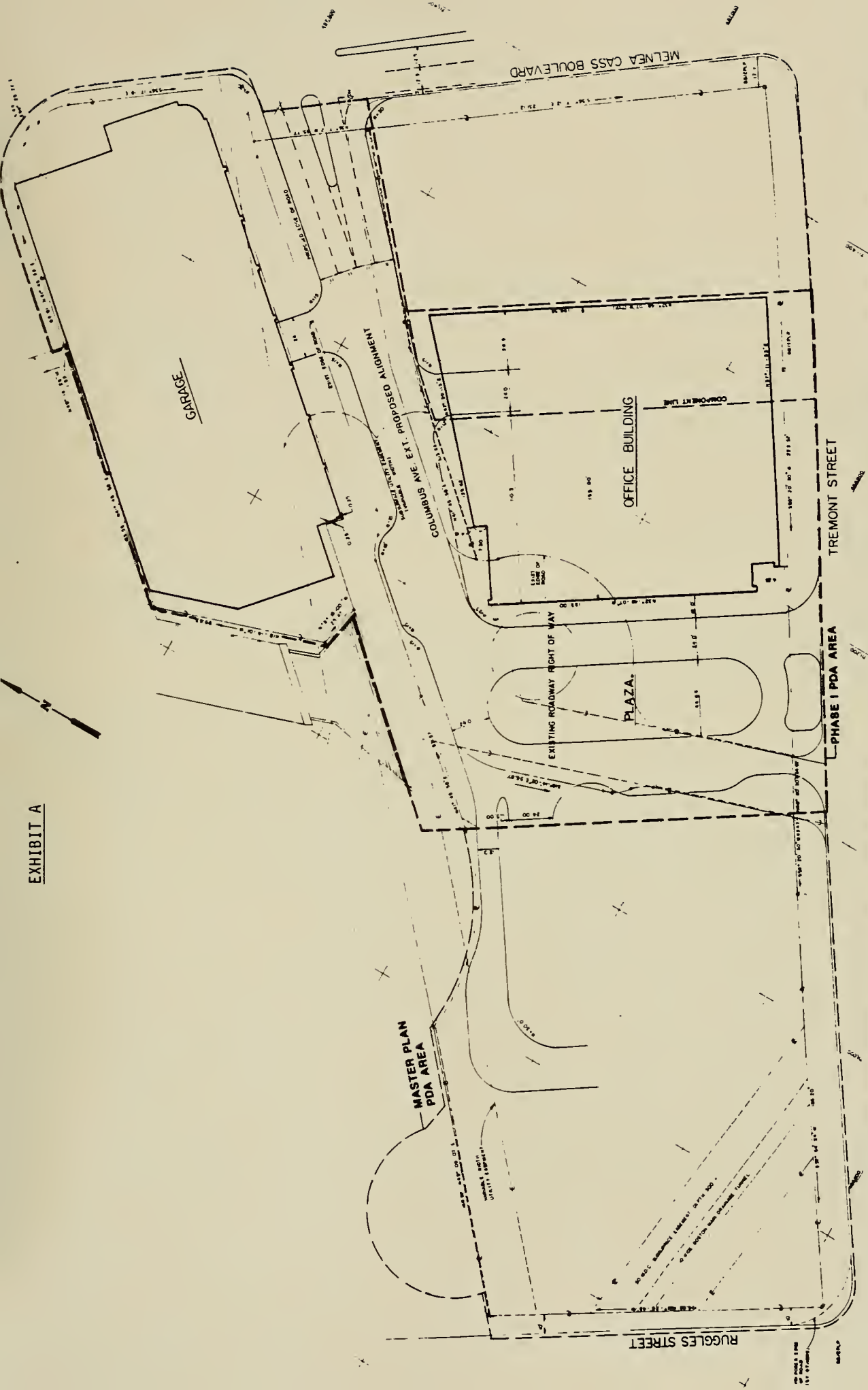
An appropriate vote follows:

VOTED: That the Authority hereby adopts the attached Resolution entitled (i) "Resolution of the Boston Redevelopment Authority Regarding One Lincoln Street" and dated June 29, 1989, consisting of 19 pages, and the Authority specifically adopts the findings incorporated therein, and specifically adopts the votes that are outlined in the last 4 pages of said Resolution; (ii) "Resolution of the Boston Redevelopment Authority Regarding Ruggles Center" and dated June 29, 1989, consisting of 16 pages, and the Authority specifically adopts the findings incorporated therein, and specifically adopts the votes that are outlined in the last 4 pages of said Resolution; (iii) "Resolution of the Boston Redevelopment Authority Regarding the minor modifications to the Campus High School Urban Renewal Plan, and dated June 29, 1989, consisting of 2 pages, and the Authority specifically adopts the findings incorporated therein, and specifically adopts the votes that are outlined in the last page of said Resolution; (iv) "Resolution of the Boston Redevelopment Authority Regarding the minor modifications to the South End Urban Renewal Plan, and dated June 29, 1989, consisting of 2 pages, and the Authority specifically adopts the findings incorporated therein, and specifically adopts the votes that are outlined in the last page of said Resolution;



PERSPECTIVE

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS
JUNE 1, 1989



**SITE PLAN
PHASE 1**

SCALE 1"=80'

RUGGLES CENTER
METROPOLITAN COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS
DMC ENGINEERING INC

JUNE 1, 1989

DMC1

FACT SHEET
RUGGLES CENTER

DEVELOPMENT TEAM

Developer: Ruggles Bedford Joint Venture;
General Partners: Metropolitan Structures
Columbia Plaza Associates, and Metropolitan
Columbia Plaza Venture

Architects: Stull and Lee, Inc., Architects

Counsel: Hale & Dorr; Budd, Wiley, & Richlin; William
Chin

PARCEL DESCRIPTION

Location: The site, Parcel 18, is the largest parcel
from the Southwest Corridor Project. It is
bounded by Melnea Cass Blvd., Tremont and
Ruggles Streets.

Size: 5.1 acres of land.

PROPOSAL

Construction of a mixed-use development containing up to
three office buildings, a hotel, a parking space, retail
space and possible child care facilities. A central plaza
will be the focal point of Ruggles Center with a variety of
retail uses and building lobbies opening onto the plaza.

	<u>Phase I</u>	<u>Master Plan</u>
Height:	178 feet	178 feet

Program:

Office:	515,000 GSF	
Hotel (199 rooms)	182,500 GSF	
Retail	25,000 GSF	
Parking	230,000 GSF	642-690 spaces
Child Care: (On-site or Off-site)	100 slots	

FAR:	3.7	5.5
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COST

Estimated Total Development Cost: \$275 Million

SCHEDULE

Phase I Estimated Start:	1st Quarter 1990
Phase I Estimated Completion:	1st Quarter 1992
Phase II Estimated Start:	1st Quarter 1991
Phase II Estimated Completion:	1st Quarter 1993
Phase III Estimated Start:	1st quarter 1992
Phase III Estimated Completion:	1st Quarter 1994
Phase IV Estimated Start:	1st Quarter 1992
Phase IV Estimated Completion:	1st Quarter 1994

BENEFITS

Construction Jobs: 2000 employees (estimated)
Permanent Jobs: 4000 employees (estimated)

Childcare: 100-slot childcare facility on-site or off-site

Housing Linkage: \$4.5 million for Affordable Housing in
Roxbury and Chinatown.

Jobs Linkage: \$900,000

Annual Taxes: \$1.5 - 1.7 million in new real estate
property taxes

Other: Community Development Fund;
Neighborhood Business Opportunities;
Challenge Grant for Real Estate Training;
Community Grants

ZONING

The site of Ruggles Center and the proposed phase development sequence necessitates the establishment of an approved Master Plan in order to ensure commitment to all elements of Ruggles Center and to ensure an orderly basis for proceeding with development pursuant to one or more development plans following master plan approval for the site.

Specific zoning exception will be sought in the Development Plan submitted to the Authority and the City on this date for Phase I and in one or more subsequent development plans for additional phases following Master Plan approval.

RESOLUTIONS OF THE BOSTON REDEVELOPMENT AUTHORITY
REGARDING RUGGLES CENTER MASTER PLAN
AND DEVELOPMENT IMPACT PROJECT PLAN AND
DEVELOPMENT PLAN FOR PHASE 1

1. THE ONGOING BRA APPROVAL PROCESS

WHEREAS, Ruggles Center Joint Venture (the "Applicant") filed an Application dated June 19, 1989 (the "Application") seeking from the Boston Redevelopment Authority (the "BRA") and the Boston Zoning Commission (the "Commission") approval of (1) a master plan (the "Master Plan") and a development impact project plan (the "Development Impact Project Plan") (together, the "Master PDA/DIP Plan") for a planned development area to be designated in the area in Roxbury bounded by Ruggles Street, Tremont Street, Melnea Cass Boulevard and land owned by the Massachusetts Bay Transportation Authority (the "Site") in connection with a proposed mixed-use development, and (2) a development plan (the "Development Plan") for the first phase of the project to be developed on the Site ("Phase 1"). The Applicant is a Massachusetts general partnership, consisting of Metropolitan Structures, an Illinois general partnership, Columbia Plaza Associates, a Massachusetts general partnership, and Metropolitan/Columbia Plaza Venture, a Massachusetts general partnership consisting of Metropolitan Structures and Columbia Plaza Associates.

Section 3-1A.a of the Boston Zoning Code (the "Code") sets forth procedures for the designation of planned development areas ("PDA"). For areas in excess of five acres, a PDA may be designated based on the submission of a master plan in accordance with Section 3-1A.a of the Code, which requires "a statement of the development concept, including the planning objectives and character of the development, the proposed uses of the area, the range of dimensional requirements contemplated for each of the proposed uses, the proposed phasing of construction of development and such ... other items ... as said [BRA] may require ..." (collectively, the "Master Plan Criteria").

Once a PDA has been designated based on a master plan, and before development within the PDA may commence, a development plan must be approved. A development plan establishes limits of development permitted in a project area and ensures the provision of certain public amenities. Pursuant to Section 3-1A.a of the Code, a development plan must "set forth the proposed location and appearance of structures, open spaces and landscaping, proposed

uses of the area, densities, proposed traffic circulation, parking and loading facilities, access to public transportation, [and] proposed dimensions of structures ..." (collectively, the "Development Plan Criteria").

Similarly, Sections 26A-3 and 26B-3 of the Code establish requirements for a development impact project, and Section 26A-3 requires that a development impact project plan contain the same information as a development plan. In addition thereto, a development impact project plan must also set forth the projected number of employees.

The Master PDA/DIP Plan together with the Development Plan submitted by the Applicant on June 19, 1989 represents a crucial stage in the planning process for the Project (as hereinafter defined). Without BRA approval of the Master PDA/DIP Plan and the Development Plan, the Applicant cannot proceed to the next stage of design development for Phase I, and the final stage at which the final plans and specifications for Phase I are submitted to the BRA for final development review approval and certification as to consistency with the Development Plan. If the BRA determines that the Master PDA/DIP Plan meets the Master Plan Criteria and that it "conforms to the general plan for the city as a whole and that nothing in such plan will be injurious to the neighborhood or otherwise detrimental to the public welfare," the BRA may, after public hearing, approve the Master PDA/DIP Plan. If the BRA determines that the Development Plan meets the Development Plan Criteria and that it "conforms to the general plan for the city as a whole and that nothing in such plan will be injurious to the neighborhood or otherwise detrimental to the public welfare," the BRA may, after public hearing, approve the Development Plan. Section 26A-3 of the Code similarly provides that no Development Impact Project Plan may be approved by the BRA without making the same determinations as required for the Development Plan.

As noted above, even after the Master PDA/DIP Plan and the Development Plan are approved, the BRA review process will continue. All drawings and specifications will be subject to development review and approval by the BRA. In addition, in order to obtain a building permit, all final plans and specifications must be submitted to the BRA for a determination that they are consistent with the Development Plan. If the final plans and specifications are not consistent with the Development Plan, they cannot be approved unless the Development Plan is amended, after public notice and hearing.

2. THE PRESENT SITE IS SIGNIFICANTLY UNDERUTILIZED AND UNDERDEVELOPED.

WHEREAS, the Site is located in Boston's Southwest Corridor Parcel 18 in Roxbury, and is bounded by Ruggles Street, Tremont Street, Melnea Cass Boulevard and land owned by the Massachusetts Bay Transportation Authority. The Site contains approximately 5.10 acres, including approximately 2.96 acres of which is the subject of the Development Plan for Phase 1 (the "Phase 1 Site"). (A more precise description of the Site is contained in the Master Plan and a precise description of the Phase 1 Site is included in the Development Plan.) At present, the entire Site is undeveloped and owned by the MBTA, and thus returns to the City nothing in terms of tax revenue, and nothing in terms of employment or other public benefits.

The BRA finds that, if the PDA/DIP Plan is not approved, the Site will continue as an underutilized area; and that the existing character of the Site will remain essentially unchanged; and the potential public benefits from the site will not be fully realized.

3. THE APPLICANT'S MASTER PDA/DIP PLAN AND DEVELOPMENT PLAN ..

WHEREAS, the Applicant's Master PDA/DIP Plan consists of 9 pages of text plus attachments designated Exhibits A through E and the Applicant's Development Plan consists of 6 pages of text plus attachments designated Exhibits A through I. The Applicant has also simultaneously submitted the Application, which includes attachments designated Appendices 1 through 28, which sets forth additional information relating to the Project. In addition, the Applicant has submitted proposed forms of a Development Impact Project Agreement, a Cooperation Agreement and a Memorandum of Understanding regarding community benefits (collectively, the "BRA Agreements"). After reviewing these forms of agreements, the BRA is satisfied that the BRA Agreements will ensure compliance with the PDA/DIP Plan and the provision of the public benefits and mitigation measures referred to herein and, with such changes as may be made thereto by the Director of the BRA, the Director of the BRA will execute the BRA Agreements in a timely manner.

The BRA finds that the Applicant's Master PDA/DIP Plan adequately sets forth the required elements or Master Plan Criteria of Sections 3-1A.a and 26A-3 of the Code, including the planning objectives and character of the development, the proposed location and appearance of structures, open spaces and landscaping, the proposed uses of the area and structures, the range of dimensional requirements contemplated for each of the

proposed uses, the proposed phasing of construction of development, the projected number of employees, the proposed densities, the proposed dimensions of structures, the proposed traffic circulation, parking and loading facilities and access to public transportation. The BRA further finds that the Applicant's Development Plan adequately sets forth the required elements or Development Plan Criteria of Sections 3-1A.a of the Code, including the proposed location and appearance of structures, open-spaces and landscaping, proposed uses of the Site, densities, proposed traffic circulation, parking and loading facilities, access to public transportation and proposed dimensions of structures.

4. THE PROJECT

WHEREAS, as described in the Master PDA/DIP Plan, the Project contemplates up to five major buildings to be constructed on the Site in a phased development sequence. The five buildings will contain no more than 1,220,000 square feet of gross floor area. One building will house a parking garage and three buildings will house primarily office space with ground floor retail. A fifth building will house primarily office space or a hotel. As described in the Development Plan, Phase 1 of the Project involves construction of a plaza, an office building with ground floor retail and a free-standing parking garage containing up to 640 to 690 parking spaces. The office building will be approximately 178 feet in height and contain approximately 242,000 square feet of gross floor area. The garage will be approximately 86 feet in height and contain approximately 230,000 square feet of gross floor area. In keeping with the traditional building materials employed in Boston, it is contemplated that the facades of the building and the garage shall be constructed primarily of brick and precast concrete panels and granite detailing.

Stull and Lee, a noted Boston architectural firm, has done the design work for the Master Plan and for Phase 1. Stull and Lee has done numerous projects in the Boston area, including the acclaimed Ruggles Center Station adjacent to the Site, on the new Orange Line.

The BRA finds that the Project will allow the City to maximize the use of the presently undeveloped Site in Roxbury. The BRA further finds that the Project will effectively facilitate the expansion of Boston's city fabric to the Site in order to relieve the development congestion that is occurring in the existing Downtown area.

The BRA finds that the development of the Site, including Phase 1, is critically important to the revitalization of the Southwest Corridor and Roxbury by allowing the City to maximize the use of the presently underdeveloped Site for commercial uses. The BRA further finds that, from a design standpoint, the Project is one in harmony with the design philosophy of the Southwest Corridor and the Roxbury neighborhood in which it is located, that massing, setbacks and materials are coordinated to relate to those of the surrounding neighborhood and the area, and that the buildings in the Project will have heights and gross floor areas not in excess of those permitted in the Master PDA/DIP Plan or the Development Plan.

5. THE PUBLIC REVIEW PROCESS AND EVOLUTION OF THE PROJECT

WHEREAS, the Site is one of two sites in the first project of the pioneering Parcel-to-Parcel Linkage Program Project I (the "Program"). As part of the Program, One Lincoln Street, located on the so-called Kingston/Bedford/Essex parcel in downtown Boston ("One Lincoln Street"), will also be developed, thus triggering new development in an underdeveloped and underutilized portion of the South Station Economic Development Area. The development of One Lincoln Street will thereby serve as a link between the Chinatown community and the Financial District and act as a catalyst to raise living standards of residents through the creation of new jobs and community development programs, the expansion of the local economy and the creation of a vital new local market.

By virtue of its being part of the Program, the Project is one of the most highly reviewed, studied and discussed projects in the City. The public has been included throughout the review process. Moreover, the Project has changed in response to the concerns voiced during the public review process. The proposed design is the result of a long and thorough review process. For example, through its evolution, the design and massing of the Project have been refined and reduced in scale. As originally proposed, the Project's building was to reach a height of 225 feet. To reduce massing, the building has been reduced to 185 feet. The resulting design represents a commitment on the part of the Applicant to preserve open air, pedestrian and vehicular access. In addition, throughout the review process, the Project has evolved to include the provision of substantial community benefits as set forth in Resolution No. 7 below.

As part of the public review process, an Environmental Notification Form dated June 30, 1986 and a Draft Environment Impact Report dated March, 1989 were filed with the Massachusetts Executive Office of Environmental Affairs.

The BRA finds that as a result of the process of citizen involvement and public review which has continued for over three years, numerous changes have been made in the Project, demonstrating the Applicant's sensitivity to design, aesthetics, community concerns, environmental impacts and scale. The BRA further finds that, out of this public review, through the diligent and good faith cooperation of the Applicant, a better Project has evolved representing a culmination of the combined needs of this City, Boston businesses and the community at large.

6. THE "GENERAL PLAN FOR THE CITY AS A WHOLE"

WHEREAS, in approving a master plan, development plan or a development impact project plan, the BRA must find "that such plan conforms to the general plan for the City as a whole" No specific "general plan" is referred to in Section 3-1A or 26A-3 or elsewhere in the Code.

On March 11, 1965, the BRA adopted as the official master plan of the City for the next decade the "1965/1975 General Plan for the City of Boston and the Regional Core" (the "1965-1975 Plan"). In the intervening 22 years, no other formal City-wide plan has been adopted, although other plans and studies have been conducted, including the BRA study entitled "Planning for Boston's Next Decade of Development 1980-90." Neither the 1965-1975 Plan, nor any other single document frozen in time, has constituted "the general plan" for the City. Rather, "the general plan for the City as a whole" has been a continually evolving concept, evidenced by development precedents and existing zoning ordinances.

The most recent statement of the "general plan" for Roxbury is Article 27E of the Code, the Roxbury Interim Planning Overlay District (the "Roxbury IPOD"). The general land use objectives stated in the Roxbury IPOD include: preserving and enhancing the Roxbury neighborhood; conserving the value of land and buildings; encouraging the most appropriate use of land throughout the City; lessening congestion in the streets; providing adequate light and air; preventing overcrowding of land; promoting appropriate economic development for the benefit of residents; promoting residential development that is affordable to all segments of the community, particularly low and moderate income residents; discouraging displacement of residents; and promoting land uses which provide jobs for the City's residents.

The BRA finds that the Project is consistent with the purposes and general land use objectives stated in the Roxbury IPOD. The BRA further finds that, by attracting other development and stimulating renewal in the Southwest Corridor in Roxbury, the Project will preserve and enhance the Roxbury neighborhood, increase the value of land and buildings, and promote appropriate economic development for the benefit of residents. The BRA further finds that through its design, which includes the provision of open space and appropriate massing and design, the Project will provide adequate light and air, prevent overcrowding of land, and preserve, enhance and create open space to be enjoyed by residents. The BRA further finds that through the creation of jobs, both through construction of the Project and through the Project's attracting further development in the area, and through its jobs and housing linkage payments, the Project promotes residential development that is affordable to all segments of the community, particularly low and moderate income residents, and discourages displacement of residents.

The BRA finds that, by turning an undeveloped site in Roxbury into large areas of usable open space, together with a mixed-use development, the Project will convert an undeveloped site into a physical and financial asset, and will improve land values and provide economic stimulus. The BRA further finds that by using materials and designs which are harmonious with the surrounding neighborhood, the Project will strengthen the Roxbury area without compromising the historic and architectural integrity of the area. The BRA further finds that, in spite of the passage of twenty-two years and Boston's greatly changed condition, the Project, as set forth in the PDA/DIP Plan, is consistent with the development concepts contained in the 1965-1975 Plan.

7. THE PROJECT IS NOT "INJURIOUS TO THE NEIGHBORHOOD OR OTHERWISE DETRIMENTAL TO THE PUBLIC WELFARE."

WHEREAS, in order to approve the PDA/DIP Master Plan and the Development Plan, the BRA must find that "nothing in [a proposed Planned Development Area Plan] will be injurious to the neighborhood or otherwise detrimental to the public welfare" pursuant to Section 3-1A.a of the Code. This standard has been interpreted by the Supreme Judicial Court in Manning v. Boston Redevelopment Authority, 400 Mass. 444 (1987). As the court noted, the planned development area provisions of the Code were intended to "establish a more flexible zoning law" in order to encourage well-planned and thoroughly reviewed large scale private development projects on underutilized sites. These provisions

contemplate a balancing of relative benefits and burdens, acknowledging that such large scale development projects inevitably cause some burdens, but realizing that in a well-conceived and well-designed project such burdens are outweighed by public benefits generated by the project.

Based upon its consistent administrative practice for nearly two decades, as well as upon the mandate of Manning, the BRA will balance a proposed plan's possible adverse effects and other matters claimed to be detrimental to the public welfare against the benefits to the neighborhood, the City, and the public. It will approve only those which "on balance, are not injurious to the neighborhood or otherwise detrimental to the public welfare, weighing all the benefits and burdens."

With respect to this Project, the balance is tipped heavily in favor of benefits to the neighborhood, the City and the public. As an integral part of the development review process, significant revisions have been made to the Project's design in order to mitigate adverse environmental and other impacts. For example, the height of the Project's building was reduced from 225 feet to 185 feet in order to reduce massing. In addition, through the public review process, the Applicant has included in the Project substantial community benefits designed to minimize any potential adverse impacts of the Project. Both of these examples demonstrate a significant amount of mitigation included in the current Project design, which has resulted in a limited potential for negative impacts.

The Project does, however, provide numerous positive impacts. Set forth below are some of the benefits which will inure to the public as a result of the Project.

Public Benefits

A. Employment Plan

The Project is expected to generate an estimated 2,000 construction jobs and to support an estimated 3,000 permanent jobs. The development of the Project, together with the development of One Lincoln Street, is expected to generate over 4,000 construction jobs and to support over 7,000 permanent jobs. The Applicant anticipates that many new jobs will be created by new businesses, expansion of existing businesses and new tenants coming into the City. The Applicant has set a minimum thirty (30%) percent goal for utilization of minority and women business enterprises for all contracts related to the development of the Project, and for the leasing to minority business enterprises of the total leasable square footage of all retail space in the

Project. The Applicant will also work with public agencies to assist minority entrepreneurs to start new businesses. In addition, the Applicant has established a goal of fifty (50%) percent Boston residents, thirty (30%) percent minorities and ten (10%) percent women on the construction workforce for the Project and fifty (50%) percent Boston residents, thirty (30%) percent minorities and fifty (50%) percent women on the permanent workforce for the Project. The developer of One Lincoln Street has also agreed to provide these benefits in connection with One Lincoln Street.

B. Increased Tax Revenues

It is estimated that the future annual real estate taxes for the Site (based upon the maximum development of the Project permitted under the Master Plan) will be approximately \$1,500,000 to \$1,700,000 per fiscal year. Because the Site is currently owned by the Massachusetts Bay Transportation Authority, and is exempt from taxation, this entire amount would represent increased revenues.

C. Purchase Price

The Massachusetts Bay Transportation Authority (the "MBTA") currently owns the Site and will convey the Site to the BRA. In turn, the BRA will convey the Site to the Applicant pursuant to a Conveyance and Construction Agreement between the Applicant, the BRA and the MBTA. The purchase price to be paid for the Site will generate significant revenue for the benefit of the public.

D. Community Development Fund

The Applicant will also contribute to a community development fund to be established by the BRA with the input of the Chinatown/South Cove Neighborhood Council (the "Neighborhood Council") and the Parcel 18+ Development Task Force (the "Task Force"). These contributions will consist of ten (10%) percent of the developer's fee, five (5%) percent of Net Operating Income and ten (10%) percent of Net Refinancing and Resale Proceeds from the Project, all as more specifically set forth in the Memorandum of Understanding (as defined below). The developer of One Lincoln Street will also make substantial contributions to this community development fund.

E. Development Impact Project Contribution

1. The housing linkage contribution resulting from the development of the Project (based upon the maximum development of the Project permitted under the Master Plan) is estimated to be approximately \$4,500,000. The development of the Project, together with the development of One Lincoln Street, will generate an estimated housing linkage contribution of approximately \$8,800,000 pursuant to Article 26A of the Zoning Code, such amount to be paid at the times, in the manner and under the conditions specified in the Development Impact Project Agreement for each respective project. It is anticipated that this amount will be contributed to housing creation projects as determined by the Authority and the Neighborhood Trust with input from the Roxbury and Chinatown communities.

2. The jobs linkage contribution resulting from the development of the Project (based upon the maximum development of the Project permitted under the Master Plan) is estimated to be approximately \$900,000. The development of the Project, together with the development of One Lincoln Street, will generate an estimated total jobs linkage contribution of approximately \$1,800,000 pursuant to Article 26B of the Zoning Code, such amount to be paid at the times, in the manner and under the conditions specified in the Development Impact Project Agreement for each respective project.

F. Child Care Plan

The Applicant and the developer of One Lincoln Street will provide, on site or off site, child care facilities in Chinatown and Roxbury, respectively, for a total of 200 children and work with the City and local communities to design quality child care programs.

G. Community Participation

In addition to these benefits, the Project and One Lincoln Street will be developed by joint ventures which include a consortium of community investors and community based non-project organizations, thereby encouraging equity participation by community developers. At least ten (10%) percent of the interest of both Ruggles-Bedford Associates, Inc. and Chinese Investment Limited Partnership, the general partners of Columbia Plaza Associates, which holds a fifty (50%) percent interest in the Applicant, will be held by non-profit community-based organizations.

H. Memorandum of Understanding Regarding Community Benefits

The benefits described above, together with additional benefits, are described in more detail in a Memorandum of Understanding (the "Memorandum of Understanding") to be executed by the Applicant, the developer of Ruggles Center, the BRA, the Neighborhood Council and the Task Force, a draft of which is attached to the Application as Appendix 10 and incorporated herein by reference.

I. Other Benefits

By developing an unutilized site in an area in which the BRA is seeking to channel development, the Project will enhance the area and provide a stimulus to additional growth. The Project provides substantial physical amenities to the area and will enhance the neighborhood and the community at large. The Project provides a tremendous opportunity for growth in an area which has not received the full benefits which have accrued to other parts of Boston during the development boom of the last decade.

8. THE PROJECT SATISFIES THE CRITERIA FOR PDA EXCEPTIONS.

WHEREAS, in order for the Board of Appeal of the City of Boston to grant certain exceptions with respect to the building height, floor area ratio, setbacks, certain other dimensional features of the Project, uses, and procedural requirements in accordance with Section 6A-3 of the Code, it must find (1) each requested exception is "in harmony with the general purpose and intent" of the Code; (2) each requested exception is in conformity with the Development Plan for Phase I of the PDA, and that the BRA has so certified; and (3) that the Project complies with the Development Impact Project requirements of the Code.

The BRA finds that, for reasons set forth in the Resolutions numbered 6, 7 and 8 above, and based upon a review of the Applicant's PDA/DIP Master Plan, the Development Plan, the Application and the BRA Agreements, the above-stated criteria are satisfied as to each of the exceptions listed in the schedule entitled "Anticipated Zoning Requests for Phase 1" attached as Exhibit H to the Development Plan (the "Zoning Requests").

9. CONCLUSION

WHEREAS, the BRA gave due and proper notice of a public hearing, to be held in the Board Room of the BRA on June 29, 1989, to consider the Master PDA/DIP Plan and the Development Plan and to determine the manner in which Sections 3-1A and 26A-3 should be

applied to the Master PDA/DIP Plan and the Development Plan. The public hearing was duly convened and held in all respects in accordance with law, and to the extent required by law, with a legal quorum present throughout the meeting. A legally sufficient number of members of the BRA voted in a proper manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed. At the public hearing, the BRA heard extensive testimony from a number of witnesses and closed the public hearing and the public record on this Application on June 29, 1989.

Based on all this evidence, the BRA finds and concludes that the Project is critically important to the revitalization of Roxbury; that the urban design elements of the Project reflect the needs of Roxbury, while respecting the public goals and guidelines established for development in Boston; that the development of the Project will attract other development and stimulate renewal in the Southwest Corridor in Roxbury, thereby fulfilling a major inner-city development objective of the City and the Commonwealth; and that the Project will aid the City financially by generating jobs, and by providing Boston with a new source of real estate tax revenues and linkage funds.

Based on all the evidence, the BRA further finds and concludes that the Project's Master PDA/DIP Plan satisfies the Master Plan Criteria and otherwise complies with Sections 3-1A, 26A-3 and 26B-3 of the Code, and that the Development Plan for Phase I satisfies the Development Plan Criteria and otherwise complies with Section 3-1A of the Code.

Based on all the evidence, the BRA further finds and concludes that the Project's Master PDA/DIP Plan and the Project's Development Plan "conform to the general plan for the City as a whole."

Based on all the evidence, the BRA weighs this Project's public benefits against the combined detriments of this Project and further finds and concludes that the Project's Master PDA/DIP Plan and the Project's Development Plan are not "injurious to the neighborhood or otherwise detrimental to the public welfare."

Based on all the evidence, the BRA finds that the exceptions listed in the Zoning Requests satisfy all of the criteria of the Code.

10. RESOLVES

NOW THEREFORE be it resolved by the Authority

That in connection with (a) the Master Plan and Development Impact Project Plan for Planned Development Area No. 34 (the "Master PDA/DIP Plan") and (b) the Development Plan for Phase 1 of Master Plan for Planned Development Area No. 34 (the "Development Plan"), presented at a public hearing duly held at the offices of the Boston Redevelopment Authority (the "Authority") on Thursday, June 29, 1989, and after consideration of (i) evidence presented at, and in connection with, the hearing, and in connection with the proposed project described in the PDA/DIP Plan, (ii) matters discussed in a memorandum dated June 29, 1989 from Anthony A. Williams and Pamela Wessling to the Authority and Stephen Coyle, and (iii) the findings of the Authority set forth above, which evidence, memorandum and findings are incorporated herein by reference, the Authority finds (x) with respect to the Master PDA/DIP Plan that (1) the Master PDA/DIP Plan conforms to the general plan for the City as a whole; (2) nothing in the Master PDA/DIP Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) the Master PDA/DIP Plan does adequately and sufficiently satisfy all other criteria and specifications for a planned development area subdistrict area designation and for a development impact project, as set forth in the Boston Zoning Code, as amended (the "Code"); and (y) with respect to the Development Plan that (i) the Development Plan conforms to the general plan for the city as a whole; (2) nothing in the Development Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) the Development Plan does adequately and sufficiently satisfy all other criteria and specifications for a development plan as set forth in the Code; and further

That (a) the form and substance of the Master PDA/DIP Plan, and the procedures employed in reviewing and approving the Master PDA/DIP Plan, conform with the requirements of the Code as applied to a master plan for a planned development area under Section 3-1A of the Code and a development impact project plan under Section 26A-3 of the Code; and (b) the form and substance of the Development Plan, and the procedures employed in reviewing and approving the Development Plan, conform with the requirements of the Code as applied to a development plan for a planned development area under Section 3-1A of the Code; and further

That the Authority hereby waives any procedural requirements of the Authority's "Zoning Procedures for the Master Plan/PDA" dated March 19, 1986 with which the application submitted by the Applicant, for a planned development area subdistrict designation for the parcel of land which is the subject of the Master PDA/DIP Plan and for approval of the Master PDA/DIP Plan and the Development Plan, is not in conformity; and further

That pursuant to the provisions of Section 3-1A and 26-3 of the Boston Zoning Code as amended, the Authority hereby approves the Master PDA/DIP Plan and the Development Plan. The Master PDA/DIP Plan is embodied in a written document entitled "Master Plan and Development Impact Project Plan for Planned Development Area No. 34", dated June 29, 1989 consisting of nine pages of text plus attachments designated Exhibits A through E, and is attached hereto as Exhibit A. The Development Plan is embodied in a written document entitled "Development Plan for Phase 1 of Master Plan for Planned Development Area No. 34", dated June 29, 1989 consisting of 6 pages of text plus attachments designated Exhibits A through I, and is attached hereto as Exhibit B. The Master PDA/DIP Plan and the Development Plan shall be on file at the office of the Assistant Director for Neighborhood Planning and Zoning of the Authority; and further

That the Authority hereby authorizes the Director of the Authority to petition the Zoning Commission of the City of Boston (the "Commission") for a planned development area subdistrict designation for the parcel of land which is the subject of the Master PDA/DIP Plan, and to recommend to the Commission that it approve such petition, the Master PDA/DIP Plan and the Development Plan pursuant to Section 3-1A of the Code; and further

That Ruggles Center Joint Venture (the "Applicant") is affirmed and approved as the successor to and assign of Metropolitan/Columbia Plaza Venture for the purposes of carrying out the development of the project contemplated in the Master PDA/DIP Plan and the Development Plan; and further

That the Authority hereby approves the proposed forms of Development Impact Project Agreement, Cooperation Agreement and Memorandum of Understanding (collectively, the "Related Agreements") in substantially the forms attached hereto as Exhibits C, D and E, respectively, and the Authority hereby authorizes and directs the Director of the Authority to execute and deliver in the name of and on behalf of the Authority the Related Agreements, with such changes as he, in

his discretion, shall determine to be necessary or desirable, his execution and delivery of any of the foregoing or the taking of any such action to be conclusive evidence of his determination and of the authority granted to him hereunder. The Related Agreements shall be on file in the office of the Authority; and further

That pursuant to Section 6A-2 of the Code, the Authority hereby authorizes the Director of the Authority to recommend to the Board of Appeal approval of the proposed zoning exceptions set forth in the document entitled "Anticipated Zoning Requests for Phase 1" and attached hereto as Exhibit F, with such changes as the Director of the Authority, in his discretion, shall determine to be necessary or desirable, his taking of any such action to be conclusive evidence of his determination and of the authority granted to him hereunder; which approvals are recommended by the Authority provided that the Commission will have adopted a Map Amendment designating the land involved as an M-1-D zoning district, and provided further, that final working drawings be submitted to the Authority for development review to ensure that the same are consistent with drawings previously approved by the Authority and with the Master PDA/DIP Plan and the Development Plan. The Authority hereby authorizes the Director of the Authority to certify to the Commission and the Board of Appeal that said exceptions are in conformity with the Master PDA/DIP Plan and the Development Plan; and further

That the Authority hereby authorizes and directs the Director of the Authority to execute and deliver in the name of and on behalf of the Authority (a) the Conveyance and Construction Agreement between the Massachusetts Bay Transportation Authority, the Authority and the Applicant regarding the conveyance to the Applicant of the parcel of land which is the subject of the PDA/DIP Plan, such Conveyance and Construction Agreement to include such terms and conditions as the Director deems appropriate and in the best interests of the Authority, and (b) all other agreements and documents incidental to such Agreement, the Master PDA/DIP Plan or the Development Plan, such agreements and documents to be on such terms and conditions as the Director deems appropriate and in the best interests of the Authority, execution and delivery of such Sale and Construction Agreement or any of such agreements or documents or the taking of any such action to be conclusive evidence of his determination and of the authority granted to him hereunder. The Conveyance and Construction Agreement and such other agreements and documents shall be on file in the office of the Authority; and further

That the Authority hereby authorizes the Director to certify in the name of the Authority that the plans to be submitted to the Commissioner of the City of Boston Inspectional Service Department in connection with the Development Plan are in conformity with the approved Master PDA/DIP Plan and Development Plan, his certification of such to be conclusive evidence of his determination and of the authority granted to him hereunder; and further

That the Authority hereby authorizes the Director of the Authority to certify to the Commission that the Project complies with the Development Review Requirements of the Code, his certification of such to be conclusive evidence of his determination and of the authority granted to him hereunder.

RESOLUTION OF
THE BOSTON REDEVELOPMENT AUTHORITY

Re: Proclaimer of Minor Modifications of
The South End Urban Renewal Plan,
Project No. R-56

WHEREAS, the Urban Renewal Plan for the South End Urban Renewal Area, Project No. R-56, (the "Plan") was adopted by the Boston Redevelopment Authority (the "Authority") on September 23, 1965, and approved by the City Council on December 6, 1965;

WHEREAS, §1201 of said Plan, entitled "Modification" provides that the Plan may be modified at any time by the Authority where the proposed modification will not substantially or materially alter or change the Plan;

WHEREAS, the Authority is engaged in Design Review of the development of up to five buildings (including a parking garage) on the Parcel 18 Site, Roxbury, a portion of which is in the South End Urban Renewal Area (the "Parcel 18 Urban Renewal Area");

WHEREAS, a portion of the Parcel 18 Urban Renewal Area is designated as Reuse Parcel No. X13 on the map entitled "Map 3, Reuse Parcels, South End Urban Renewal Area, R-56" dated May, 1965 (the "Reuse Parcel Map") incorporated in the Plan;

WHEREAS, Section 602, Table A of the Plan sets forth specific design controls for Reuse Parcel X13 no longer deemed necessary by the Authority;

WHEREAS, the map entitled "Map 2, Proposed Land Use, South End Urban Renewal Area, R-56" dated May, 1965 (the "Land Use Map") incorporated in the Plan proposes that portions of the Parcel 18 Urban Renewal Area are to be utilized for construction of the Inner Belt Right-of-Way or, if not utilized for the Inner Belt Right-of-Way, institutional/light industrial;

WHEREAS, the Authority no longer intends to utilize the Parcel 18 Site as provided in the Plan and Land Use Map;

WHEREAS, the map entitled "Map 1, Property Map, South End Urban Renewal Area, R-56" (the "Property Map") incorporated in the Plan designates portions of the Parcel 18 Urban Renewal Area as "property to be conditionally acquired", "property to be acquired for public facilities" and "property to be acquired for development" and the Authority intends to acquire all of the Parcel 18 Urban Renewal Area before conveying such property to RCJV or its designee or designees;

WHEREAS, the proposed redevelopment will necessitate modifications of the Plan; and

WHEREAS, the Authority has determined that said modifications are minor modifications under §1201 of the Plan.

NOW THEREFORE be it resolved by the Authority;

1. That the Reuse Parcel Map is hereby amended to remove the portions of the Parcel 18 Urban Renewal Area from the boundaries of Reuse Parcel X-13.

2. That the the Property Map is hereby amended to designate all portions of the Parcel 18 Urban Renewal Area as "property to be acquired for development";

3. That the Land Use Map is hereby amended to allow the Parcel 18 Urban Renewal Area to be used for mixed use: general office and general business;

4. That these modifications are found to be a minor modifications which do not substantially or materially alter or change the Plan;

5. That it is hereby found and determined that the minor modification of the Plan as set forth herein will not result in significant damage to or impairment of the environment and, further, that all practicable and feasible means and measures have been taken and are being utilized to avoid and minimize damage to the environment;

6. That all other provisions of said Plan not inconsistent herewith be and hereby are continued in full force and effect; and

7. That the Director be and he hereby is authorized to proclaim by certificate these minor modifications in accordance with the Urban Renewal Handbook RHM 7207.1.

RESOLUTION OF
THE BOSTON REDEVELOPMENT AUTHORITY

Re: Proclaimer of Minor Modifications of
The Campus High School Urban Renewal Plan,
Project No. R-129

WHEREAS, the Urban Renewal Plan for the Campus High School Urban Renewal Area, Project No. R-129, (the "Plan") was adopted by the Boston Redevelopment Authority (the "Authority") on July 7, 1970, and approved by the City Council on June 7, 1971;

WHEREAS, §1201 of said Plan, entitled "Modification" provides that the Plan may be modified at any time by the Authority where the proposed modification will not substantially or materially alter or change the Plan;

WHEREAS, the Authority is engaged in Design Review of the development of up to five buildings (including a parking garage) on the Parcel 18 Site, Roxbury, a portion of which is in the Campus High School Urban Renewal Area (the "Parcel 18 Urban Renewal Area");

WHEREAS, the Parcel 18 Urban Renewal Area is undesignated by number on the map entitled "Map 3, Disposition Parcels, Campus High School Urban Renewal Area, Massachusetts, R-129" dated July, 1970 incorporated in the Plan;

WHEREAS, the Parcel 18 Urban Renewal Area was designated for open space and the construction of the Southwest Expressway as shown on the map entitled "Map 2, Proposed Land Use, Campus High School Urban Renewal Area, R-129" dated July, 1970 incorporated in the Plan (the "Land Use Map");

WHEREAS, the Authority no longer intends to utilize this area for these uses, the Land Use Map should be amended to allow the property to be used for mixed use: general office and general business;

WHEREAS, the proposed redevelopment will necessitate modification of the Plan; and

WHEREAS, the Authority has determined that said modification is a minor modification under §1201 of the Plan.

NOW THEREFORE be it resolved by the Authority;

1. That the Land Use Map is hereby amended to designate the permitted use of the Parcel 18 Urban Renewal Area as mixed use: general office and general business;

2. That this modification is found to be a minor modification which does not substantially or materially alter or change the Plan;

3. That it is hereby found and determined that the minor modification of the Plan as set forth herein will not result in significant damage to or impairment of the environment and, further, that all practicable and feasible means and measures have been taken and are being utilized to avoid and minimize damage to the environment; and

4. That all other provisions of said Plan not inconsistent herewith be and hereby are continued in full force and effect.

5. That the Director be and he hereby is authorized to proclaim by certificate this minor modification in accordance with the Urban Renewal Handbook RHM 7207.1.

BOSTON REDEVELOPMENT AUTHORITY

June 29, 1989

MASTER PLAN
and
DEVELOPMENT IMPACT PROJECT PLAN
for
PLANNED DEVELOPMENT AREA NO. 34

RUGGLES CENTER

Bounded by Ruggles Street, Tremont Street,
Melnea Cass Boulevard and Land Owned by the
Massachusetts Bay Transportation Authority

Master Plan: Pursuant to Section 3-1A of the Boston Zoning Code (the "Code"), this Plan sets forth a statement of the development concept for the improvement of Southwest Corridor Parcel 18 in Roxbury (the "Project"), including the planning objectives and character of the Project, the proposed location and appearance of structures, open spaces and landscaping, the proposed uses of the area and structures, the range of dimensional requirements contemplated for each of the proposed uses, the proposed densities, the projected number of employees, the proposed traffic circulation, parking and loading facilities, access to public transportation, the proposed dimensions of structures, and the proposed phasing of construction of development for the Project. A development plan will also be submitted on even date herewith setting forth information on the first phase of the Project ("Phase 1") and requesting specific zoning exceptions and conditional use permits required for the development of Phase 1. It is anticipated that one or more additional development plans for subsequent phases will be submitted in the future setting forth further information on the Project and requesting specific zoning exceptions and conditional use permits required for the development of such phases.

Developer: Ruggles Center Joint Venture, a Massachusetts general partnership, consisting of Metropolitan Structures, an Illinois general partnership, Columbia Plaza Associates, a Massachusetts general partnership, and Metropolitan/Columbia Plaza Venture, a Massachusetts general partnership, its successors and assigns (the "Developer").

Location and Description of Property: The parcel of land described in Exhibit A attached hereto and containing approximately 5.10 acres (the "Site").

Planning Objectives and Character of Development Including Location and Appearance of Structures: The Project involves an unparalleled revitalization and transformation of an undeveloped parcel of land along the Southwest Corridor. The Project will consist of the construction of a mixed-use development including one or more of the uses set forth in the use chart attached hereto and incorporated herein as Exhibit B (the "Use Chart").

It is currently contemplated that up to five major buildings will be constructed on the Site in a phased development sequence. The buildings will be multi-story and will be constructed primarily of brick and pre-cast concrete panels and granite details. Although the uses of each of the major buildings have not been finally determined, there will be no uses of the major buildings other than as set forth in the Use Chart and other than as permitted in any subsequently approved development plan for the Project or phase thereof. Three of these buildings, to be situated along Tremont Street, would house primarily office and ground level retail space. A fourth building, also to be situated along Tremont Street, would house primarily either hotel or office space and ground level retail space. A fifth building, to be situated along Columbus Avenue Extension, would house primarily retail space and parking on the ground floor and multiple levels of above-grade parking providing approximately 640 to 690 parking spaces. The five buildings will contain no more than 1,220,000 square feet of gross floor area. The Project may also include a parking garage to be located below-grade and to provide an estimated 350 parking spaces.

A central plaza on axis with the principal facade of Ruggles Station will be the focal point of the Project. The boundaries of the plaza are set forth on the plaza plan attached hereto and incorporated herein as Exhibit C. The plaza will be constructed by the Developer for the benefit of the general public, subject to the receipt by the Developer of a grant from the City for the cost of constructing the plaza and the improvements thereto and subject to the provisions of the Conveyance and Construction Agreement currently being negotiated by and among the Boston Redevelopment Authority, the Massachusetts Bay Transportation Authority and Ruggles Center Joint Venture (the "Conveyance and Construction Agreement"). With a series of retail uses and building lobbies opening onto the plaza coupled with the Ruggles Station entrance, it is anticipated that the plaza will become a hub of pedestrian activity. Additional building entries and retail uses planned along Columbus Avenue Extension, Tremont Street, Melnea Cass Boulevard and Ruggles Street are expected to make the Project a lively and attractive place for shopping. The ground plane of the plaza will be a combination of brick paving and granite accent

strips with metal tree grates, a fountain, public art, lighting and sturdy decorative seating. Trees and shrubs will be used to soften and make inviting, public pathways and gathering places. The plaza will not only enhance the Project but will also serve transit riders as well as the general public. The proposed range of shops and stores, the restaurants and cafes, the proposed hotel, and the proposed office buildings and other proposed uses are expected to provide job opportunities, services and entertainment for area residents and the larger community as well.

The Developer will also improve that portion of Columbus Avenue Extension located within the Site (the "Way") and the sidewalks abutting all of the buildings to be constructed on the Site as more particularly set forth in the Conveyance and Construction Agreement.

The Project involves an unprecedented addition to the infrastructure and public amenities of Roxbury and the Southwest Corridor. The Master Plan is intended to facilitate the expansion of Boston's city fabric to the Site in order to relieve the development congestion that is occurring in the existing downtown area. Further, the Project is ideally situated for both local and regional public transit access. The Project is expected to reinforce the directional movement on Tremont Street and Columbus Avenue Extension and preserve existing bus patterns along Ruggles Street. Located immediately adjacent to Ruggles Station, the Project will be served by the Orange Line, the Commuter Rail and local bus routes. Travel time from the Ruggles Station to downtown Boston via the Orange Line is under ten minutes. Even the roadway access is well-situated to the major highway system, as access to the Massachusetts Turnpike (I-90) and the Central Artery (I-93) is nearby, without long travel distances on local streets. The exceptional public transportation and automobile access to the Site, together with the nearby cultural facilities and major institutions, such as museums, universities and hospitals, position the Site as the anchor of a newly emerging neighborhood center and gateway into the heart of Boston.

Because of the size of the Project and the proposed phased development sequence, it is necessary at this time to establish an approved Master Plan, upon which the Applicant may rely in order to ensure commitment to all elements of the Project and to ensure an orderly basis for proceeding with development of the Site pursuant to the development plan for Phase 1 and one or more additional development plans for a subsequent phase or phases of the Project.

Conceptual plans of the Project are attached hereto and incorporated herein as Exhibit D. The plans are attached for

illustrative purposes only and are subject to final design, environmental and other development review by the Boston Redevelopment Authority in accordance with the Authority's Development Review Procedures dated 1985, revised 1986 (the "Development Review Procedures"). It is anticipated that additional plans of the Project will be submitted with the development plan for Phase 1 and the development plan or plans for any subsequent phase or phases of Ruggles Center.

Proposed Uses: The Site may include one or more of the uses set forth in the Use Chart attached hereto and incorporated herein as Exhibit B.

Range of Dimensional Requirements Contemplated for Each Proposed Use: Table I provides information on various uses proposed in connection with the Project.

TABLE I

<u>Use</u>	<u>Range of Dimensions^A</u>
Hotel	180,000 to 190,000 square feet of gross floor area
Office/Research and Development/ Institutional/ Educational	650,000 to 725,000 square feet of gross floor area ^B
Retail/Day Care	45,000 to 55,000 square feet of gross floor area
Open Space	100,000 to 110,000 square feet
Below-Grade Parking	135,000 to 145,000 square feet of gross floor area (325 to 350 parking spaces)
Above-Grade Parking	220,000 to 250,000 square feet of gross floor area (640 to 690 parking spaces)

^A See Note 1 below.

^B See Note 2 below.

Notes to Table I:

1. All the figures set forth in Table I are approximate and are subject to change. Each phase of the Project will require the submission of a development plan. Therefore, the figures set forth in Table I may change in a manner consistent with subsequently approved development plans and will be subject to design, environmental and other development review by the Boston Development Authority in accordance with the Development Procedures Review for each respective phase of the Project. Changes, if any, will be reflected in the development plan or plans for any subsequent phase or phases of the Project.

2. If a hotel is not developed on the Site, the number of square feet devoted to office/research and development/institutional/educational use will increase and will range from 830,000 to 915,000 square feet of gross floor area.

Proposed Phasing of Construction: Construction of Phase 1 is expected to begin in October of 1989, with completion of the high-rise component of the first office building in the Project and a portion of the garage building containing 250 parking spaces anticipated by June 1991. It is estimated that the subsequent buildings will be constructed during the period 1991 to 1996. Each building may be financed independently of other buildings and the land on which each building is located may need to be considered as a separate zoning lot capable of being mortgaged or conveyed as such. It is anticipated that one or more additional development plans will be submitted for each phase of the Project following approval of this Master Plan and the development plan for Phase 1.

Development Impact Project Contribution: As required under Section 26A-3 of the Code, the Developer will enter into a Development Impact Project Agreement (the "DIP Agreement") with the Boston Redevelopment Authority (the "Authority") and will be responsible for making a Development Impact Project Contribution (the "DIP Contribution") with regard to the Project. The DIP Contribution shall be made, at the Developer's option, by (i) the grant and payment by the Developer of a sum of money, payable at the times and in the manner and under the conditions specified in the DIP Agreement (referred to in Section 26A-2(3) as the "Housing Contribution Grant"), (ii) the creation by the Developer of housing units for occupancy exclusively by low and moderate income residents of the City of Boston at a cost at least equal to the amount of the Housing Contribution Grant and under the conditions specified in the DIP Agreement (referred to in Section 26A-2(3) as

the "Housing Creation Option"), or (iii) some combination of items (i) and (ii) above.

At the present time, it is anticipated that the DIP Contribution for the Project will be satisfied solely in the form of the Housing Creation Option subject to the approval of a Housing Creation Proposal by the Authority and the Neighborhood Housing Trust with input from the Chinatown and Roxbury communities. The DIP Contribution for the Project (based upon the maximum development permitted hereunder) will be approximately \$4,500,000. The DIP Contribution shall be payable at the times, in the manner and under the conditions specified in the DIP Agreement or the Housing Creation Agreement. In the event that a Housing Creation Proposal is not approved by the Neighborhood Housing Trust and the Authority, the Applicant shall pay the DIP Contribution in accordance with the Housing Contribution Grant provisions of the DIP Agreement entered into by and between the Authority and the Applicant.

As required under Section 26B-3 of the Code, the Developer will also be responsible for making a Jobs Contribution Grant with regard to the Project. It is anticipated that the Jobs Contribution Grant for the Project (based upon the maximum development permitted hereunder) will be approximately \$900,000. The Jobs Contribution Grant shall be payable at the times, in the manner and under the conditions specified in the DIP Agreement.

Zoning: The predominant portion of the Site is currently zoned M-1, a restricted manufacturing district, with a maximum floor area ratio ("FAR") of 1.0. A small portion of the Site is currently zoned M-2, a restricted manufacturing district, with a maximum FAR of 2.0. The Site is also located within the Roxbury Interim Planning Overlay District (the "Roxbury IPOD"). Within the Roxbury IPOD, the Site is located in the Parcel 18 Area and the Tremont Street Boulevard Planning District. In addition, the Site is located in the South End Urban Renewal Project Area and the Campus High School Urban Renewal Project Area. This Master Plan provides for an overall FAR for the Site of 5.5 based upon the ratio of 1,220,000 square feet of gross floor area of proposed development (not including below-grade parking), to the total land area included in the Site of approximately 222,295 square feet, or approximately 5.10 acres. Because of the technical definitions of "gross floor area," "floor area ratio" and "lot area" in the Code and the construction of the plaza, open space, sidewalks, related roadways and other public areas, the actual FAR of the Project may be larger because such areas may be excluded from the area of the "lot" upon which FAR is calculated pursuant to the Code. Since the Project will be subdivided pursuant to several development plans after the development plan for Phase 1, particular

components of the Project, analyzed separately, may have a different FAR. The total development (not including below-grade parking), however, will not exceed 1,220,000 square feet of gross floor area.

It is anticipated that the Boston Redevelopment Authority will petition the Boston Zoning Commission to designate the Site as a Planned Development Area ("PDA"), and if so designated, the Site will be located in an M-1-D and M-2-D zoning district. In such districts, relief from the requirements of the Code is sought as an Exception pursuant to Article 6A of the Code. It is anticipated that the Project will require Exceptions under the Code including, without limitation, Exceptions under the following Articles of the Code: Article 8 (Regulation of Uses), Article 13 (Dimensional Requirements), Article 15 (Building Bulk), Article 19 (Side Yards), Article 20 (Rear Yards), Article 21 (Setbacks), Article 24 (Off-Street Loading), Article 27E (Roxbury IPD), and Article 34 (Interim Office Use Controls).

Projected Number of Employees: It is anticipated that the Project will generate approximately 2,000 construction jobs and provide approximately 3,000 permanent jobs.

Proposed Traffic Circulation: The present "kiss and ride turn-around" in front of the Ruggles Station entrance will be reconfigured to accommodate the plaza and to maintain vehicular drop-off and pick-up in front of Ruggles Station. Once constructed, the plaza will extend northerly from Tremont Street to the entrance of Ruggles Station. Within the plaza, a central landscaped oval will be constructed in order to separate northbound and southbound traffic in the plaza and a second smaller island adjacent to Tremont Street will also be constructed to separate turn-around plaza traffic from westbound traffic entering from or exiting onto Tremont Street. Service and parking access for the Project will be off Columbus Avenue Extension and the northwest edge of the plaza. In addition, appropriate drop-offs for the proposed hotel will be provided as necessary. The public plaza and related roadways and sidewalks, including the "kiss and ride turn-around" and the parking islands, will be constructed by the Developer for the benefit of the general public, subject to the receipt by the Developer of a grant from the City for the costs of constructing the plaza and the improvements thereto and subject to the provisions of the Conveyance and Construction Agreement.

Parking and Loading Facilities: An above-grade parking garage will be constructed on the Site. The Project may also include a parking garage to be located below-grade. Off-street

loading facilities will be provided as necessary to accommodate the buildings in the Project.

Access to Public Transportation: The Site is located in Roxbury and immediately adjacent to the Ruggles Station. The Site will be served by the Orange Line, the Commuter Rail and numerous MBTA bus routes.

Public Benefits: The Project is one of two sites in the Parcel-to-Parcel Linkage Program Project 1 (the "Program") being pursued by the City and the State. The Program encourages development in areas which might not otherwise attract development, encourages minority participation in real estate development and is designed to produce numerous benefits to the affected communities and the City.

The Project is critically important to the revitalization of the Southwest Corridor. The new buildings and infrastructure will visually and symbolically mark this significant development. In addition, the proposed range of shops and stores, restaurants and cafes, the proposed hotel, and the proposed office buildings and other proposed uses are expected to provide job opportunities, services and entertainment resources for area residents and the larger community as well.

The approval of the Master Plan and the anticipated PDA designation will make possible the development of the Project in an area which may not otherwise attract development. The development of the Project will serve as the anchor to rebuild a new service-oriented neighborhood economy in Roxbury and act as a catalyst to raise living standards of residents through the creation of new jobs and community development programs, the expansion of the local economy and the creation of a vital new local market. Furthermore, the development of the Project will stimulate additional development and inner city renewal in Roxbury and the Southwest Corridor.

Additional public benefits will be realized because of this Site's inclusion in the Program. These benefits include contributions to a proposed community development fund, the promotion of employment, job training and job creation programs designed specifically to benefit minorities and women, a contribution to the Parcel 18+ Development Task Force as a planning grant, the establishment of a challenge grant to develop minority capacity to obtain management level positions in the real estate industry, the utilization of minority and women business enterprises for contracts related to the development of the Project, the provision of technical assistance to minority and women business enterprises, the construction of child care

facilities, the contribution of housing linkage payments to create housing in Roxbury, and the continued assistance to and commitment to involve the Roxbury community in planning the community benefits programs. The public benefits are described in detail in a Memorandum of Understanding currently being negotiated by and among the Boston Redevelopment Authority, the Parcel 18+ Development Task Force, the Chinatown/South Cove Neighborhood Council, Ruggles Center Joint Venture and Kingston Bedford Joint Venture, a copy of which is attached hereto and incorporated herein as Exhibit E (the "Community Benefits Memorandum"). The Community Benefits Memorandum is subject to further negotiations by and among the parties thereto and does not create or constitute any binding obligations upon the Developer until fully executed by all the parties thereto. A copy of the Community Benefits Memorandum will be submitted to the Authority upon its full execution.

EXHIBIT A

SITE

SITE

The tract of land in Boston, Suffolk County, Massachusetts, known as Ruggles Center, situated on the easterly side of Ruggles Street, northerly side of Tremont Street, westerly side of Melnea Cass Boulevard and the southerly side of the Massachusetts Bay Transportation Authority (MBTA) Ruggles Station, as shown on a plan entitled "Site Area Diagram" for the Ruggles Center redevelopment project by DMC Engineering, Inc., Framingham, Massachusetts and described as follows:

Begin at the point of curvature located on the edge of traveled way situated S46-20-24W and 16.13' from a stone bound at the northwesterly corner of the Right of Way intersection of said Melnea Cass Boulevard and said Tremont Street.

Thence Southerly along the edge of traveled way by a curve forming the junction of said Melnea Cass Boulevard and said Tremont Street, 31.75' to the point of a compound curvature.

Thence Southwesterly on a curve along the edge of traveled way of said Tremont Street, 159.49' to a point of tangency.

Thence S58-20-30W continuing along the edge of the traveled way by said Tremont Street 301.74' to a point of curvature.

Thence Southwesterly on a curve along the edge of traveled way of said Tremont Street 52.44' to a point of tangency.

Thence S55-54-24W continuing along the edge of traveled way by said Tremont Street 169.86' to a point of curvature.

Thence Northwesterly on a curve along the edge of traveled way forming the junction of said Tremont Street and said Ruggles Street 40.42' to a point of tangency.

Thence N31-26-43W along the edge of traveled way of the said Ruggles Street 187.25' to an angle point.

Thence N49-05-07E along the MBTA Southwest Corridor Parkland Easement 25.26' to a point of curvature at the Playground Easement.

Thence Northeasterly on a curve along the said Playground Easement 152.69' to a point of tangency.

Thence S77-48-07E along the said Playground Easement 16.00' to an angle point.

Thence N49-21-14E along the said Parkland Easement 45.15' to a point of curvature.

Thence Northeasterly on a curve along said Parkland Easement 119.16' to a point of tangency.

Thence N41-45-59E along the said Parkland Easement 3.76' to an angle point.

Thence N32-48-07W along a line, crossing the said Parkland Easement 22.82' to an angle point on the said Parkland Easement.

Thence N41-45-58E along the said Parkland Easement 131.06' to an angle point.

Thence N78-15-00W along the property line of Parcel 18-2, 25.47' to an angle point.

Thence N18-14-01W along the said property line of Parcel 18-2, 99.63' to an angle point.

Thence N41-45-58E along the said property line of Parcel 18-2, 159.55' to an angle point.

Thence N48-14-26W along the property line of Parcel 18-2 and along the extension of said Property Line 9.43' to an angle point on the edge of traveled way of the MBTA Bus Lane.

Thence N41-45-58E along the edge of traveled way of said MBTA Bus Lane 84.81' to a point of curvature.

Thence Northeasterly on a curve along the edge of traveled way of said MBTA Bus Lane 43.47' to a point of tangency.

Thence S88-25-22E along the edge of traveled way of said MBTA Bus Lane 15.44' to a point of curvature.

Thence Southeasterly on a curve along the edge of traveled way of said MBTA Bus Lane 26.00' to a point of tangency.

Thence S36-17-18E along the edge of the traveled way of said Melnea Cass Boulevard 94.54' to a point of curvature.

Thence Southeasterly on a curve along the edge of the traveled way of the said Melnea Cass Boulevard 12.06' to a point of tangency.

Thence S50-10-56W along the said Parkland Easement 18.48' to an angle point.

Thence S36-14-34E along the edge of traveled way on the southerly side of said Melnea Cass Boulevard 80.64' to an angle point.

Thence S36-17-12E along the edge of traveled way on the southerly side of said Melnea Cass Boulevard 215.82' to the point of the beginning.

The above described tract of land as shown on said plan by DMC Engineering, Inc. has a total area of 222,295.9 SF or 5.10 acres.

EXHIBIT B

USE CHART

PROPOSED USES
FOR RUGGLES CENTER

1. Permitted Uses

<u>No.</u>	<u>Use Item</u>
17	Day care center.
27	Open space in public or private ownership for active or passive recreational use or to the conservation of natural resources.
31	Automatic telephone exchange.
32	Telephone exchange (other than automatic).
33	Fire station; police station.
34	Stores primarily serving the local retail business needs of the residents of the neighborhood, including, but not limited to a store retailing one or more of the following: food, baked goods, groceries, packaged alcoholic beverages, drugs, tobacco products, clothing, dry goods, books, flowers, paint, hardware and minor household appliances.
35	Department store, furniture store, general merchandise mart, or other store serving the general retail business needs of a major part of the city, including accessory storage.
36A	Sale over the counter of non-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out.
37	Lunch room, restaurant, cafeteria or other place for the service or sale of food or drink for on-premises consumption, provided that there is no dancing nor entertainment other than phonograph, radio and television, and that neither food nor drink

is served to, or consumed by, persons while seated in motor vehicles.

- 38 Place for sale and consumption of food and beverages (other than drive-in restaurant) providing dancing or entertainment or both; theatre (including motion picture concert hall; dance hall; skating rink; bowling alley; pool room; billiard parlor; other social, recreational or sports center conducted for profit; or any commercial establishment maintaining and operating any amusement game machine (other than as an accessory use described in Use Item No. 86b or 86c).
- 39A Clinic not accessory to a main use.
- 42 Office or display or sales space of a wholesale, jobbing or distributing house.
- 43 Barber shop; beauty shop; shoe repair shop; self-service laundry; pick-up and delivery station or laundry or dry-cleaner; or similar use.
- 44 Tailor shop, hand laundry; dry cleaning shop (provided that only nonflammable solvents are used for cleaning).
- 46 Caterer's establishment; photographer's studio.
- 48 Research laboratory; radio or television studio.
- 50 Place for the service or sale of on-premises prepared food or drink for on-premises or off-premises consumption, providing off-street parking facilities for its customers while doing business on the premises; outdoor sale or display for sale of garden supplies, agricultural produce, flowers and the like.
- 54 Wholesale business, including accessory storage (other than of flammable liquids, gases and explosives) in roofed structures.
- 56 Warehouse.
- 60 Car wash.

- 68 Manufacture or repair of various products, including, without limitation:
- Cameras or other photographic equipment; electronic components and supplies; leather products, including shoes, machine belting, and the like; optical equipment, clocks, or similar precision instruments.
- 72A As an accessory use subject to the limitations and restrictions of Article 10, a swimming pool or tennis court not within a required front yard.
- 80 As an accessory use subject to the limitations and restrictions of Article 10, the storage of flammable liquids and gases incidental to a lawful use.
- 81 As an accessory use subject to the limitations and restrictions of Article 10, the manufacture, assembly or packaging of products sold on the lot.
- 85 As an accessory use (other than an accessory office) subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use.
- 86 As an accessory use subject to the limitations and restrictions of Article 10, the maintenance and operation of not more than four amusement game machines:
- a. in a private club or similar noncommercial use.
 - b. in a bar, tavern or other commercial establishment where alcoholic beverages are sold and consumed.
 - c. in a store, self-service laundry, restaurant, or other commercial establishment (other than a commercial establishment where alcoholic beverages are sold and consumed).

2. Conditional Uses (Conditional Use Permits or Exceptions Required)

<u>No.</u>	<u>Use Item</u>
16A	College or university granting degrees by authority of the Commonwealth of Massachusetts.
18	Trade, professional or other school.
19	Machine shop or other noise activity accessory to a school, college or university.
20A	Library or museum not conducted for profit, and not accessory to a use listed under Use Item No. 16A, 18, 22, 23, or 24, whether or not on the same lot.
24	Scientific research and teaching laboratories not conducted for profit and accessory to a use listed under Use Item No. 16, 16A, 18, 22, or 23, whether or not on the same lot.
27A	Open space recreational building, a structure on an open space area that is necessary and/or appropriate to the enhanced enjoyment of the particular open space area.
28	Private grounds for games and sports not conducted for profit.
29	Adult education center building; community center building; settlement house.
30	Private club (including quarters of fraternal organizations) operated for members only.
39	Office of accountant, architect, attorney, dentist, physician or other professional person (conditional through April 28, 1990).

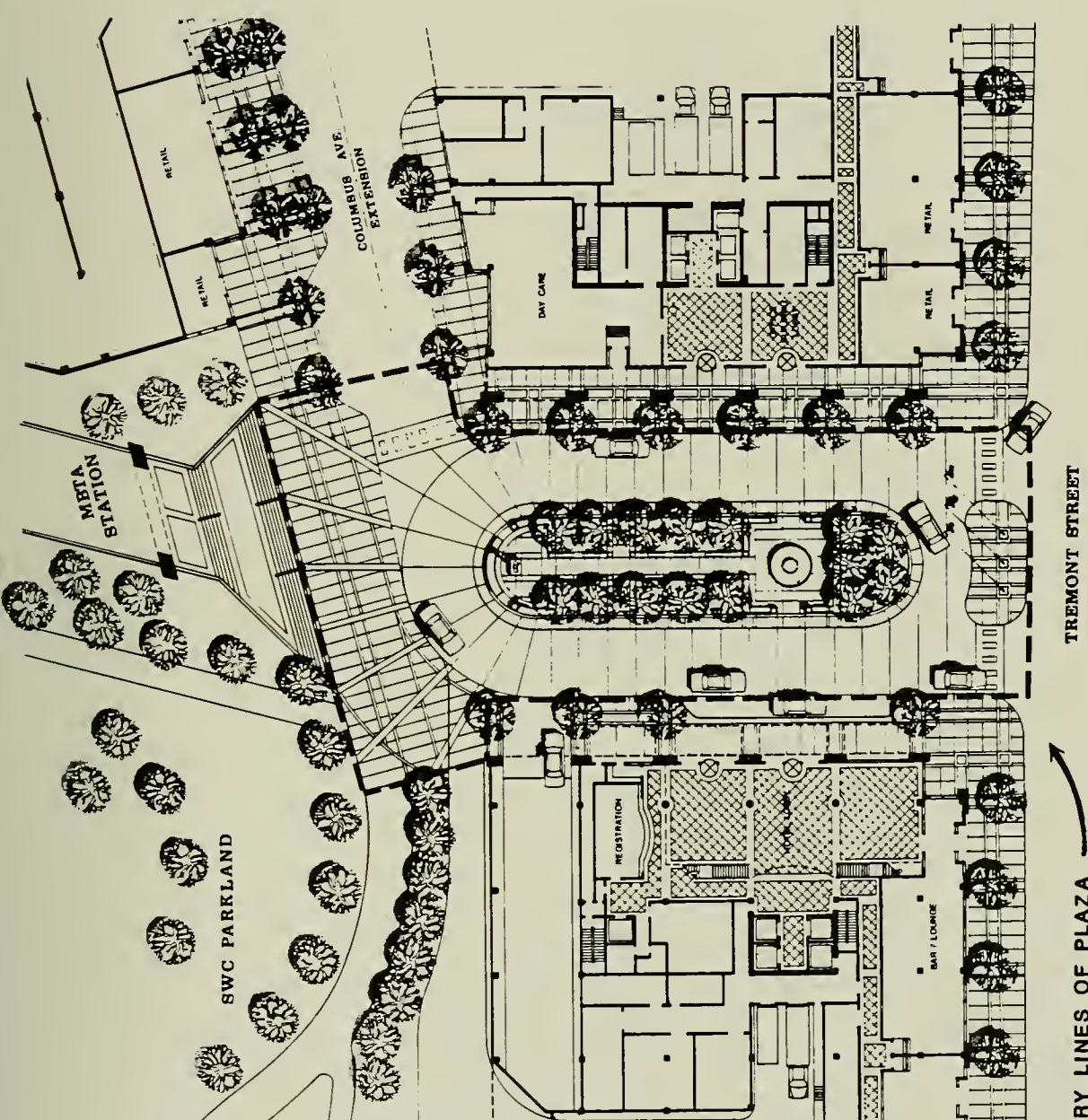
- 40 Real estate insurance or other agency office (conditional through April 28, 1990).
- 41 Office building, post office, bank or similar establishment (conditional through April 28, 1990).
- 59 Parking garage.
- 61 Rental agency.
- 66 Helicopter landing facility.
- 71 Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use if it were on the same lot; any such use on such a lot in another district unless such use is a use specifically forbidden in such other district.
- 72 As an accessory use, a garage or parking space for occupants, employees, customers, students and visitors.
- 77 As an accessory use subject to the limitations and restrictions of Article 10, the keeping of laboratory animals incidental to an educational or institutional use.
- 78 As an accessory use subject to the limitations and restrictions of Article 10, in hotels with more than fifty sleeping rooms, newsstand, barber shop, dining room and similar services primarily for the occupants thereof, when conducted wholly within the building and entered solely from within the building.
- 84 As an accessory use subject to the limitations and restrictions of Article 10, any nonresidential use lawful in a I district.

85 An office as an accessory use subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use.

3. Forbidden Uses (Exceptions Required)

<u>No.</u>	<u>Use Item</u>
15	Hotel; motel; apartment hotel.
22	Clinic or professional offices accessory to a hospital or sanatorium whether or not on the same lot.

EXHIBIT C
PLAZA PLAN



PHASE I: PLAZA PLAN

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989

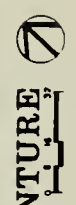
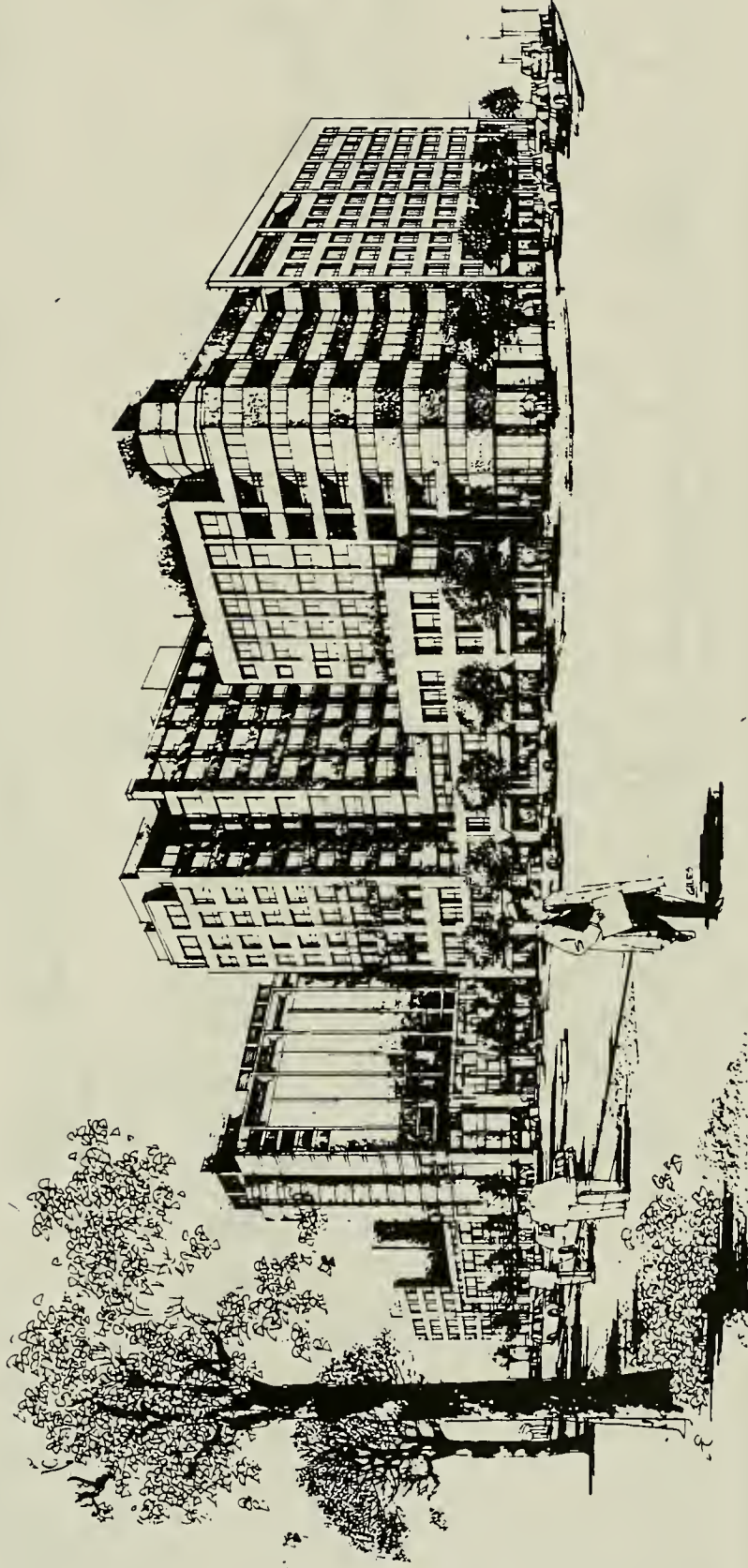


EXHIBIT D

CONCEPTUAL PLANS

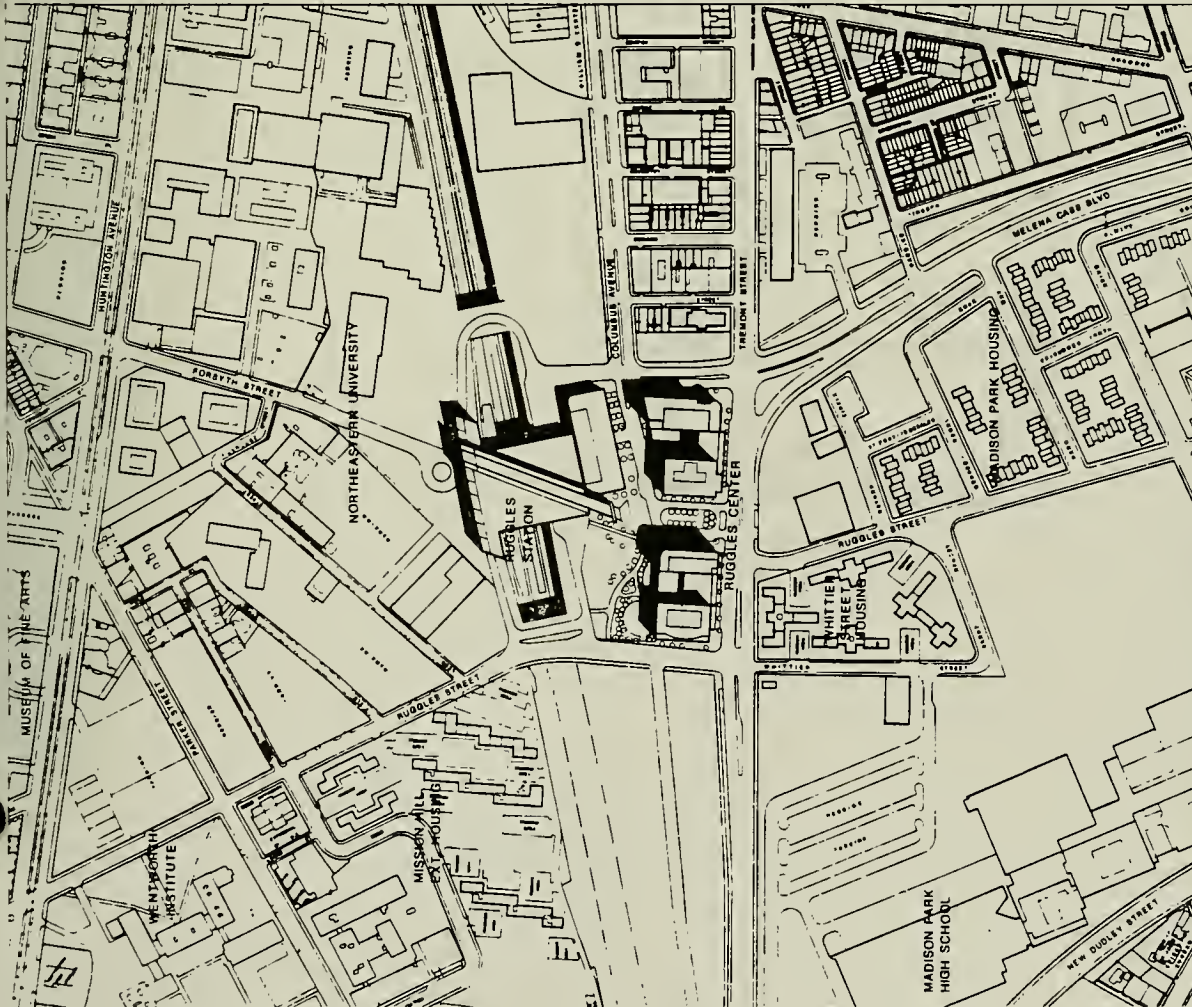
1. PERSPECTIVE
2. URBAN DESIGN PRINCIPLES
3. SITE PLAN
4. GROUND FLOOR PLAN
5. PLAZA PLAN
6. BUILDING SITE SECTION
7. GARAGE PLAN



PERSPECTIVE

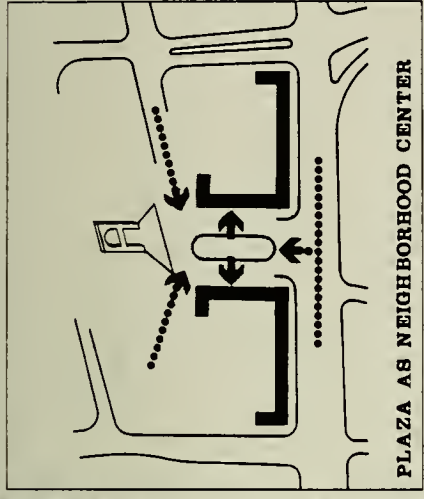
RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1988

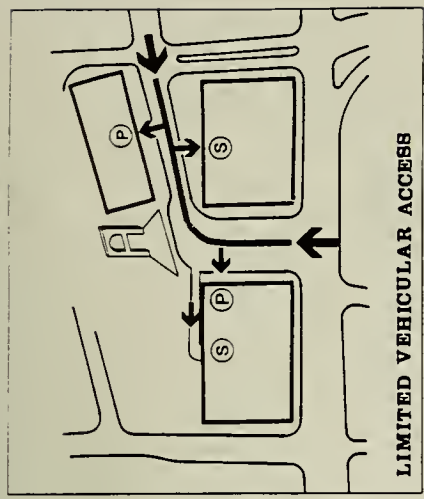


NEIGHBORHOOD PLAN

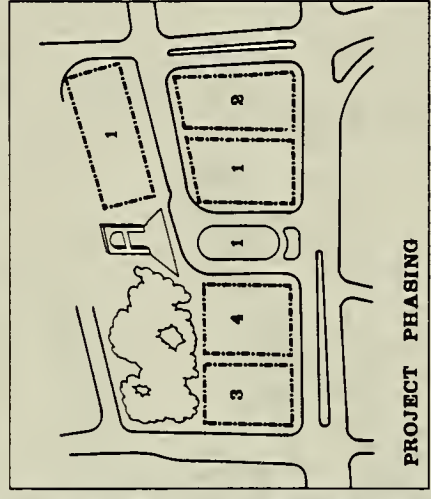
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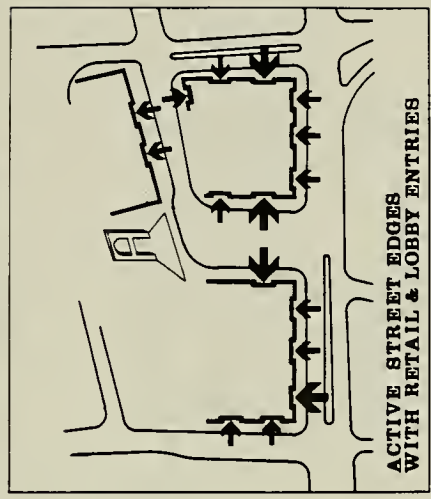
PLAZA AS NEIGHBORHOOD CENTER



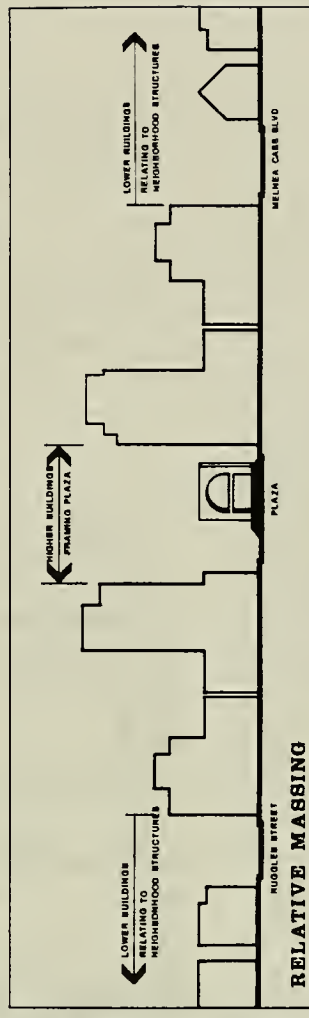
LIMITED VEHICULAR ACCESS



PROJECT PHASING



ACTIVE STREET EDGES WITH RETAIL & LOBBY ENTRIES



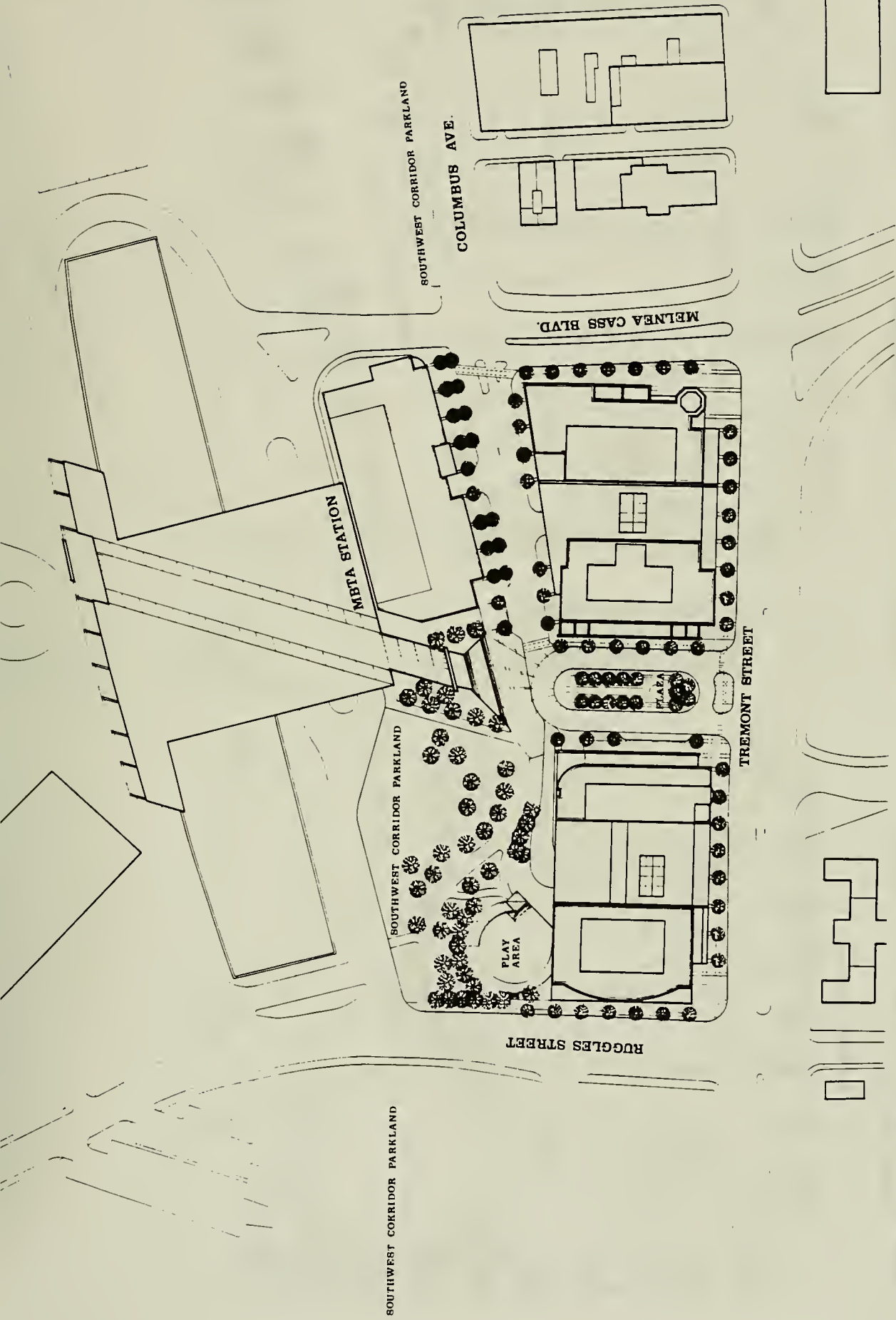
RELATIVE MASSING



DEVELOPMENT CONCEPTS

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS

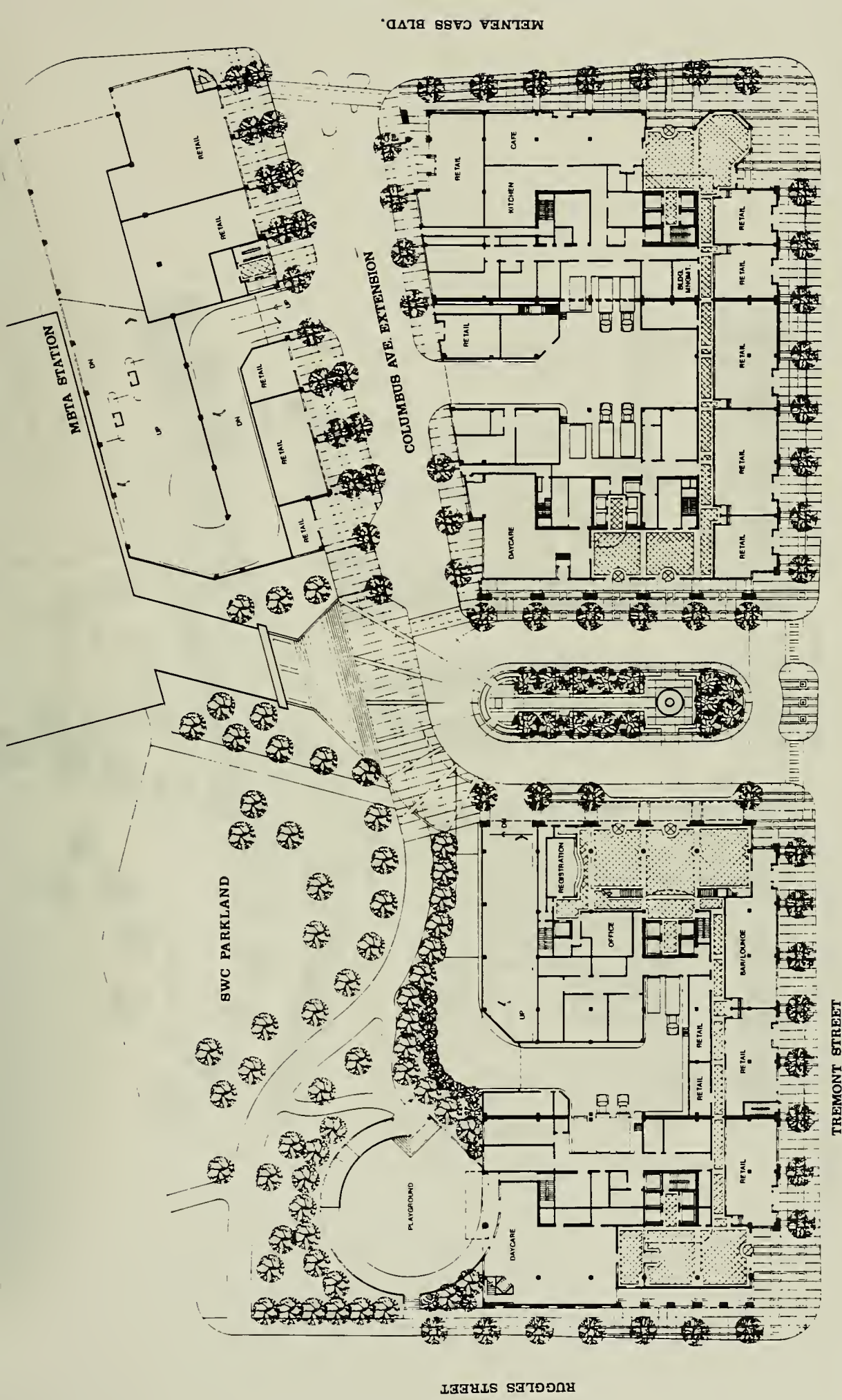
JUNE 1, 1989



SITE PLAN/ OPEN SPACE PLAN

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
JUNE 1, 1989
STULL & LEE INC. ARCHITECTS AND PLANNERS





MELNEA CASS BLD.

JUNE 1, 1989

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS

OFFICE BUILDING

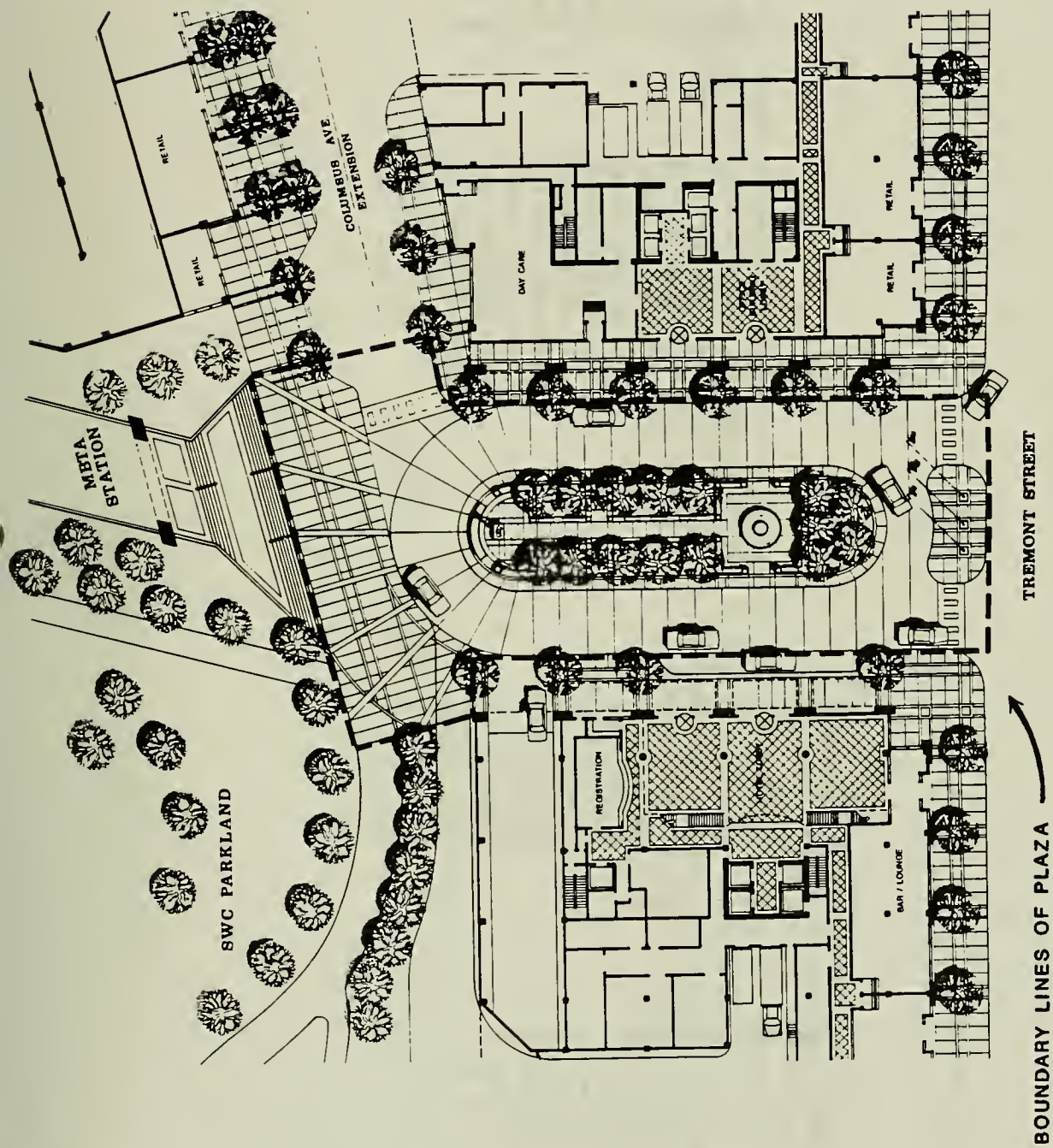
OFFICE BUILDING

PLAZA

HOTEL

OFFICE BUILDING

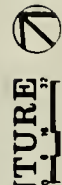
GROUND FLOOR PLAN

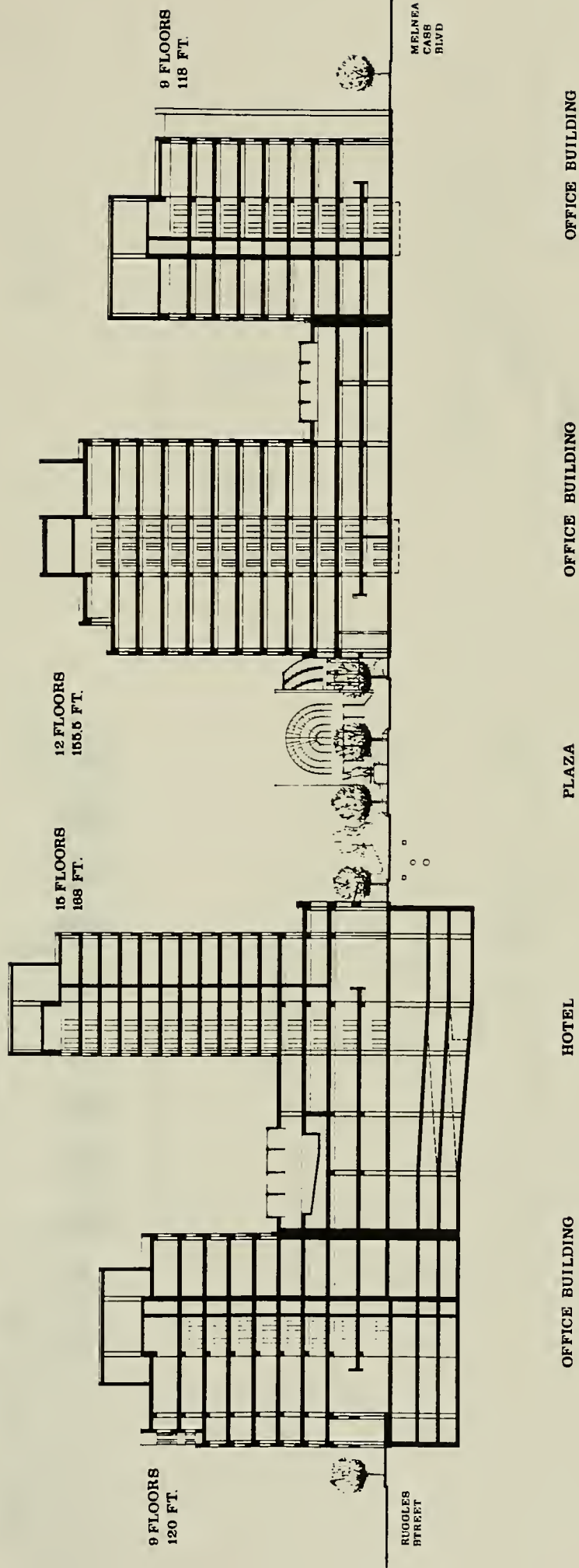


PHASE I: PLAZA PLAN

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989



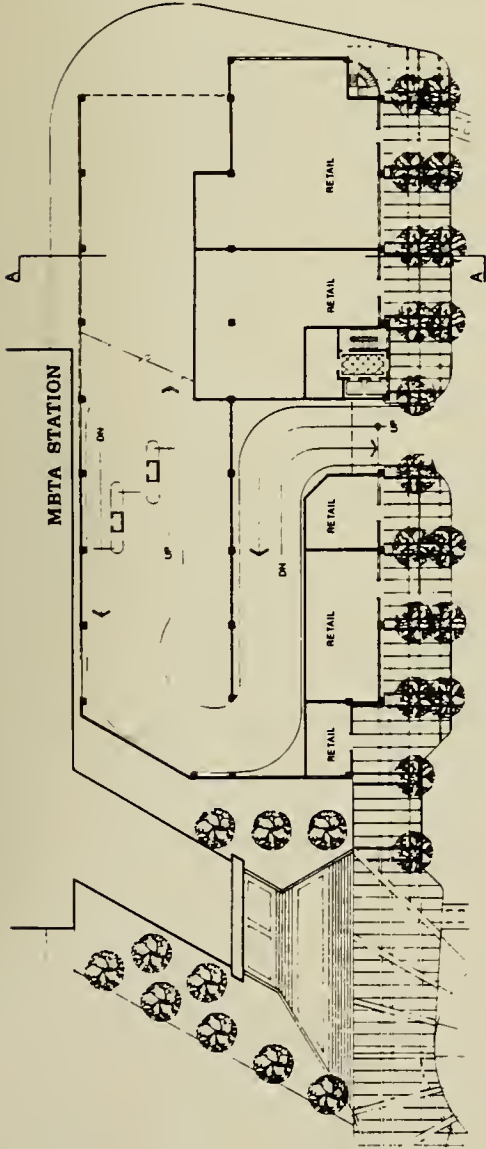


BUILDING / SITE SECTION

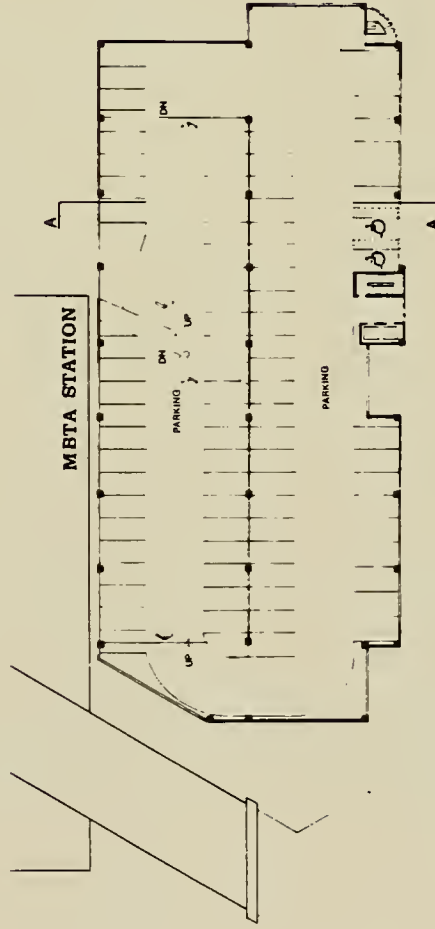
RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1988

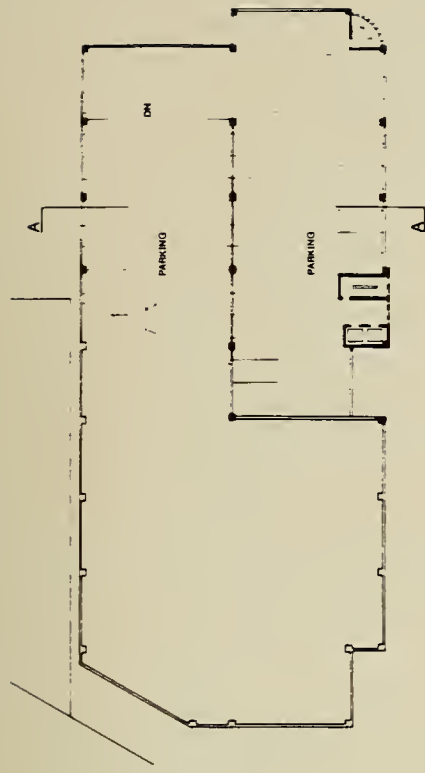




GROUND FLOOR PLAN



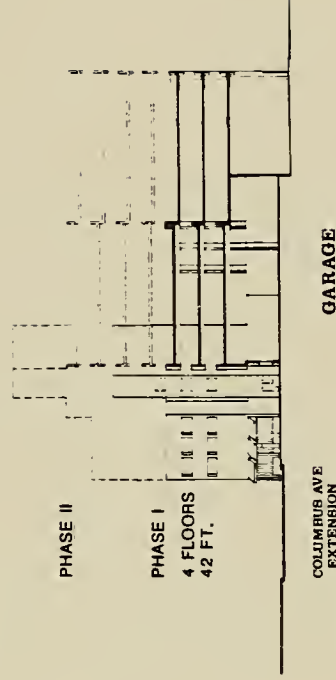
SECOND & THIRD FLOOR PLAN



FOURTH FLOOR PLAN

ABOVE GRADE GARAGE PARKING COUNT

PHASE I	250 CARS
PHASE II	390 CARS
TOTAL	640 CARS



CROSS SECTION A-A

PHASE I: PARKING GARAGE

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS

BOSTON REDEVELOPMENT AUTHORITY

June 29, 1989

DEVELOPMENT PLAN
FOR PHASE 1 OF MASTER PLAN
for
PLANNED DEVELOPMENT AREA NO. 34

RUGGLES CENTER

Bounded by Ruggles Street, Tremont Street,
Melnea Cass Boulevard and Land Owned by the
Massachusetts Bay Transportation Authority

Development Plan: On even date herewith, the Boston Redevelopment Authority (the "Authority") approved a Master Plan and Development Impact Project Plan (the "Master Plan") for the development of Southwest Corridor Parcel 18 in Roxbury ("Ruggles Center") pursuant to Section 3-1A of the Boston Zoning Code (the "Code"). In accordance with Section 3-1A of the Code, this development plan sets forth information on the development of the first phase of Ruggles Center ("Phase 1") including the proposed location and appearance of structures, open spaces and landscaping, the proposed uses of Phase 1, the proposed dimensions of structures, the proposed densities, the proposed traffic circulation, parking and loading facilities, access to public transportation and other major elements of Phase 1 (the "Development Plan"). This Development Plan represents a stage in the planning process for the improvement of Ruggles Center between the Master Plan stage and the stage at which final plans and specifications for Phase 1 (the "Phase 1 Final Plans and Specifications") are submitted to the Authority pursuant to Section 3-1A of the Code for final design review approval and certification as to consistency with this Development Plan. This Development Plan consists of 6 pages of text and tables plus attachments designated Exhibits A through I. All references to this Development Plan contained herein shall pertain only to such 6 pages and attachments. Exhibits A through I are subject to final design, environmental and other development review by the Authority in accordance with the Authority's Development Review Procedures dated 1985, revised 1986 (the "Development Review Procedures"). Any references or depictions in the Exhibits of buildings or other improvements not included in the development of Phase 1 are included in the Exhibits for illustrative purposes only.

Developer: The developer of Phase 1 is Ruggles Center Joint Venture, a Massachusetts general partnership, consisting of Metropolitan Structures, an Illinois general partnership, Columbia Plaza Associates, a Massachusetts general partnership, and Metropolitan/Columbia Plaza Venture, a Massachusetts general partnership, its successors and assigns (the "Developer").

Architect: The architect for Phase 1 of Ruggles Center is Stull & Lee, Inc. with its offices located at 100 Boylston Street, Boston, MA 02116.

Site: The parcel of land described in Exhibit A attached to this Development Plan and containing approximately 2.96 acres (the "Phase 1 Site").

Proposed Location and Appearance of Structures: Phase 1 of Ruggles Center involves the construction and development of three distinct elements of the Master Plan: a plaza, an office/retail building and a free-standing parking garage. As part of the development of Phase 1, the Applicant will improve the portion of Columbus Avenue Extension located in Phase 1 (the "Way") and the sidewalks abutting the office/retail building and the free-standing parking garage in accordance with the provisions of the Conveyance and Construction Agreement currently being negotiated by and among the Authority, the Massachusetts Bay Transportation Authority and Ruggles Center Joint Venture (the "Conveyance and Construction Agreement").

A twelve (12) story office/retail building (the "Office Building") will be located along Tremont Street and adjacent to the eastern boundary of the Plaza (as described below) and is designated as "Office Building" on the plan attached to this Development Plan as Exhibit B. The Office Building may be developed in two component parts, the high-rise component ("high-rise") and the low-rise component ("low-rise"). The high-rise will consist of twelve (12) stories and the low-rise will consist of three (3) stories. A seven (7) story above-grade parking garage (the "Garage") will be located along Columbus Avenue and is designated as "Garage" on the plan attached to this Development Plan as Exhibit B. The Garage will contain retail uses and parking on the ground level and seven (7) additional levels of parking (including a level of parking on the roof). The Garage will contain approximately 640 to 690 parking spaces and may be built in phases. Because of the technical definition of "grade" as defined in the Code and the slope of the Phase 1 Site, the first level of the Garage could be construed under the Code to be below grade. The high-rise, the low-rise and the Garage may be

financed independently of each other and, therefore, the land on which each is located may need to be considered as a separate zoning lot, capable of being conveyed or mortgaged as such. The final locations and configurations of the Office Building and the Garage are subject to final design, environmental and other development review by the Authority in accordance with the Development Review Procedures and shall generally conform to Exhibit C attached hereto.

In keeping with the traditional building materials employed in Boston, the facades of the Office Building and the Garage shall be constructed primarily of brick and pre-cast concrete panels and granite detailing. The Office Building and the Garage shall have heights and gross floor areas consistent with those set forth in the dimensional chart attached hereto as Exhibit C as such may be affected by changes to Phase 1 resulting from further design, environmental and other development review by the Authority in accordance with the Development Review Procedures. The elevations attached to this Development Plan as Exhibit D illustrate the general appearance of the Office Building presently proposed for Phase 1. The elevations attached to this Development Plan as Exhibit E illustrate the general appearance of the Garage presently proposed for Phase 1. The elevations for the Office Building and the Garage are subject to final design, environmental and other development review by the Authority in accordance with the Development Review Procedures.

Construction of the high-rise is expected to begin in October of 1989, with completion of the high-rise and a portion of the Garage containing 250 parking spaces anticipated by June 1991.

Open Spaces and Landscaping: A plaza (the "Plaza") will be constructed on axis with the principal facade of Ruggles Station. The Plaza will be the focal point of Ruggles Center for pedestrians entering the Plaza from Ruggles Station and Tremont Street. The present "kiss and ride turn-around" in front of the Ruggles Station entrance will be reconfigured and the Plaza, once constructed, will extend northerly from Tremont Street to the entrance of Ruggles Station. The ground plane of the Plaza will be a combination of brick paving and granite accent strips with metal tree grates, a fountain, public art, lighting and sturdy decorative seating. Trees and shrubs will be used to soften and make inviting public pathways and gathering places. With a series of retail uses and building lobbies opening onto the Plaza coupled with the Ruggles Station entrance, it is anticipated that the Plaza will become a hub of pedestrian activity. The Plaza will not only enhance Phase 1 but will also serve transit riders as well as the general public. The Plaza and related roadways and

sidewalks, including the "kiss and ride turn-around", will be constructed by the Developer for the benefit of the general public, subject to the receipt by the Developer of a grant from the City for the cost of constructing the Plaza and the improvements thereto and subject to the provisions of the Conveyance and Construction Agreement. The Way and the sidewalks abutting the Office Building and the Garage will also be constructed by the Developer in accordance with the provisions of the Conveyance and Construction Agreement. The ground plane of the Way will be paved with asphalt and the sidewalks will be a combination of brick paving with granite accent strips.

The location of the Plaza is designated on the plan attached to this Development Plan as Exhibit F. The final location and configuration of the Plaza is subject to final design, environmental and other development review by the Authority in accordance with the Development Review Procedures. The Way and sidewalks abutting the Office Building and the Garage are also set forth on the plan attached to this Development Plan as Exhibit F. The final locations and configurations of the Way and sidewalks are subject to final design, environmental and other development review by the Authority in accordance with the Development Review Procedures.

All plans for Ruggles Center are subject to ongoing development review and approval by the Authority in accordance with the Development Review Procedures.

Proposed Uses of Phase 1 Site: The proposed uses for Phase 1 include office, retail, above-grade parking, open space and other uses incidental or accessory to the foregoing. The uses of Phase 1 will be limited to those uses set forth in the use chart attached hereto and incorporated herein as Exhibit G.

Proposed Dimensions of Structures: Exhibit C provides the proposed dimensions of the Office Building and the Garage. It is anticipated that in connection with the approval of the Master Plan, the Authority will petition the Boston Zoning Commission to designate the parcel of land which is the subject of the Master Plan as a Planned Development Area ("PDA"), and if so designated, the Phase 1 Site will be located in an M-1-D zoning district. In such a district, relief from the requirements of the Code is sought as an Exception pursuant to Article 6A of the Code. Exhibit H, a copy of which is attached hereto and incorporated herein, sets forth a list of anticipated zoning requests required for the development of Phase 1.

Proposed Densities: The Phase 1 Site is presently zoned M-1, Restricted Manufacturing District, with a maximum floor area ratio ("FAR") of 1.0, and is located within the Roxbury Interim Planning Overlay District (the "Roxbury IPOD"). Within the Roxbury IPOD, the Phase 1 Site is located in the Parcel 18 Area and the Tremont Street Boulevard Planning District. In addition, the Phase 1 Site is located in the South End Urban Renewal Project Area and the Campus High School Urban Renewal Project Area. This Development Plan provides for an overall FAR for the Phase 1 Site of 3.7 based upon the ratio of 472,000 square feet of gross floor area of proposed development, to the total land area included in the Phase 1 Site of approximately 128,902 square feet, or approximately 2.96 acres. Because of the technical definitions of "gross floor area," "floor area ratio" and "lot area" in the Code and the construction of the Plaza, including the "kiss and ride turn-around", related roadways and sidewalks, the Way, open space, and other public areas, the actual FAR of Phase 1 may be larger because such areas may be excluded from the area of the "lot" upon which the FAR is calculated pursuant to the Code. Furthermore, in the event that the Phase 1 Site is subdivided, the FAR for particular components of Phase 1, analyzed separately, may have a different FAR. The total development in Phase 1, however, will not exceed 472,000 square feet of gross floor area.

Proposed Traffic Circulation: The present "kiss and ride turn-around" in front of the Ruggles Station entrance will be reconfigured to accommodate the Plaza and to maintain vehicular drop-off and pick-up in front of Ruggles Station. Within the Plaza, a central landscaped oval will be constructed in order to separate northbound and southbound traffic in the Plaza and a second smaller island adjacent to Tremont Street will also be constructed to separate turn-around plaza traffic from westbound traffic entering from or exiting onto Tremont Street. Service and parking access for Phase 1 will be off Columbus Avenue Extension and the northwest edge of the Plaza. In addition, appropriate drop-offs and short-term parking for the retail uses will be provided as necessary. The Plaza and related roadways and sidewalks, including the "kiss and ride turn-around" and the parking islands, will be constructed by the Developer for the benefit of the general public subject to the receipt by the Developer of a grant from the City for the costs of constructing the Plaza and the improvements thereof and subject to the provisions of the Conveyance and Construction Agreement.

Parking and Loading Facilities: Phase 1 will include an above-grade parking garage as set forth above. Loading bays will be provided as set forth in Exhibit C. Phase 1 will include off-street grade-accessed loading to service the Office Building.

If the Office Building is developed in component parts, the high-rise will initially be serviced by an open air loading facility which will be enclosed by a fence. Upon the completion of the low-rise, the loading facility will be enclosed.

Access to Public Transportation: The Phase 1 Site is ideally situated for both local and regional public transit access. Phase 1 is expected to reinforce the directional movement on Tremont Street and Columbus Avenue and preserve existing bus patterns along Ruggles Street. Located immediately adjacent to Ruggles Station, the Phase 1 Site will be served by the Orange Line, the Commuter Rail and local bus routes. Travel time from the Ruggles Station to downtown Boston via the Orange Line is under ten minutes.

Public Benefits: Ruggles Center is one of two sites in the Parcel-to-Parcel Linkage Program Project 1 (the "Program") being pursued by the City and the State. The Program encourages development in areas which might not otherwise attract development, encourages minority participation in real estate development and is designed to produce numerous benefits to the affected communities and the City.

The development of Phase 1 of Ruggles Center is critically important to the revitalization of the Southwest Corridor. The Office Building, the Garage and the Plaza will visually and symbolically mark the commencement of this significant development. The specific public benefits to be derived from Phase 1 are set forth in a Memorandum of Understanding currently being negotiated by and among the Authority, the Parcel 18+ Development Task Force, the Chinatown/South Cove Neighborhood Council, Ruggles Center Joint Venture and Kingston Bedford Joint Venture (the "Community Benefits Memorandum"), a copy of which is attached hereto as Exhibit I. The Community Benefits Memorandum is subject to further negotiations by and among the parties thereto and does not create or constitute any binding obligations upon the Developer until fully executed by all the parties thereto. A copy of the Community Benefits Memorandum will be submitted to the Authority upon its full execution.

EXHIBIT A
PHASE 1 SITE

PHASE 1 SITE

A tract of land, in Boston, Suffolk County, Massachusetts, known as Ruggles Center, situated on the easterly side of Ruggles Street, northerly side of Tremont Street, westerly side of Melnea Cass Boulevard and southerly side of Massachusetts Bay Transportation Authority (MBTA) Ruggles Station, shown on a plan entitled "Site Area Diagram, Phase I" by DMC Engineering, Inc., Framingham, Massachusetts and described as follows:

Beginning at an angle point, situated N49-16-34E and 16.05' from a stone bound located on the westerly right of way of Melnea Cass Boulevard.

Thence S49-16-34W on a straight line 124.87' to an angle point.

Thence S32-48-07E on a straight line 236.22' to an angle point located on the northerly edge of the traveled way of Tremont Street.

Thence on a curve, along the said northerly edge of the traveled way of said Tremont Street 40.86' to a point of tangency.

Thence S58-20-30W on a straight line, along the said northerly edge of the traveled way of said Tremont Street 252.84' to an angle point.

Thence N32-48-07W on a straight line 233.20' to an angle point.

Thence N41-45-58E on a straight line along the MBTA Southeast Corridor Parkland Easement 131.07' to an angle point.

Thence N78-15-00W on a straight line, along the property line of Parcel 18-2, 25.47' to an angle point.

Thence N18-14-01W on a straight line, along the said property line of Parcel 18-2, 99.63' to an angle point.

Thence N41-45-58E on a straight line, along the said property line of parcel 18-2, 159.55' to an angle point.

Thence N48-14-26W on a straight line 9.43' to an angle point, located on the southerly edge of traveled way of MBTA Bus Lane.

Thence N41-45-58E on a straight line, along the southerly edge of traveled way of said MBTA Bus Lane 84.81' to a point of curvature.

Thence on a curve, along the southwesterly edge of traveled way of said MBTA Bus Lane 43.47' to a point of tangency.

Thence S88-25-22E on a straight line along the edge of traveled way of said Melnea Cass Boulevard 15.44' to a point of curvature.

Thence on a curve, along the westerly edge of traveled way of said Melnea Cass Boulevard 26.00' to a point of tangency.

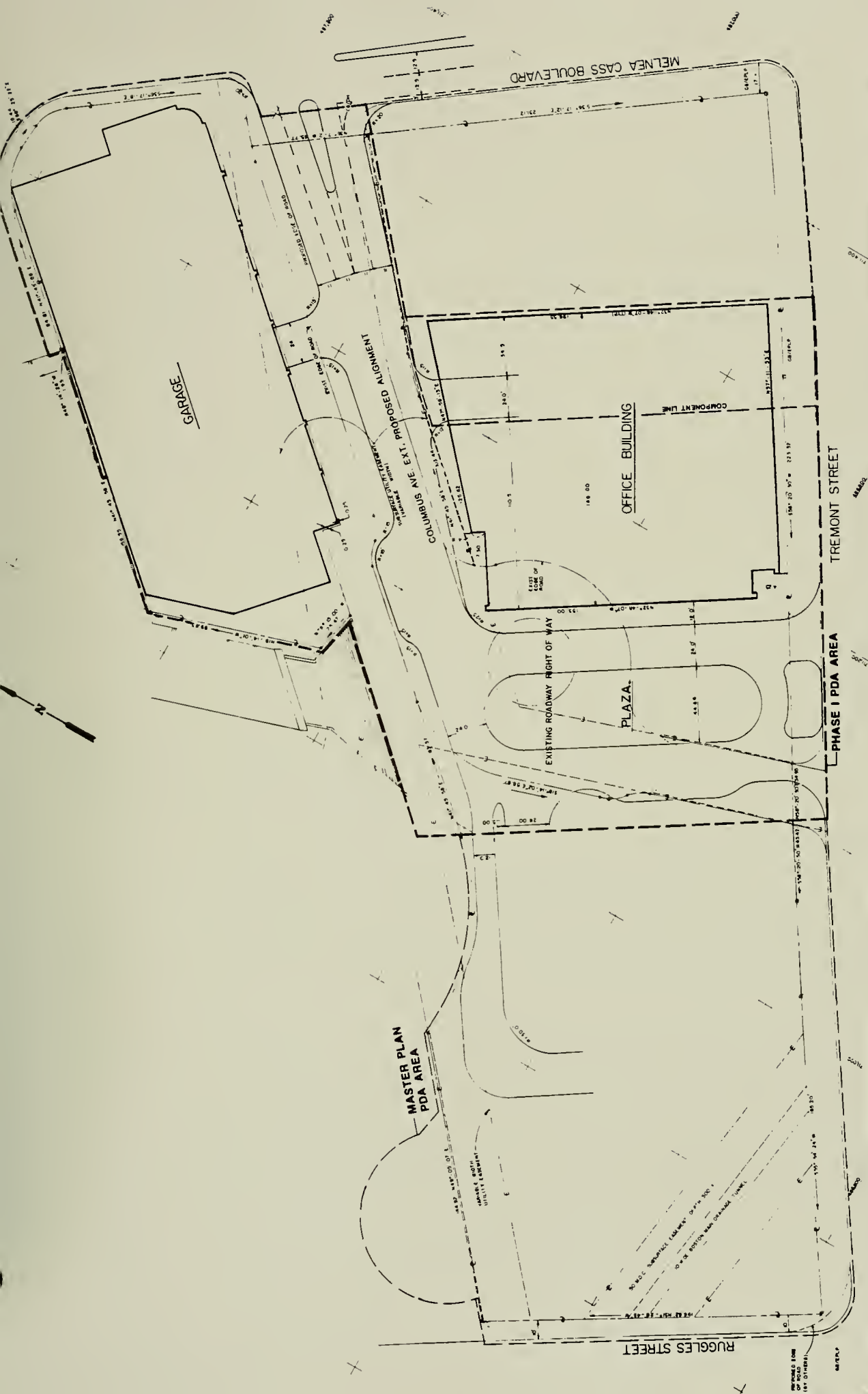
Thence S36-17-18E on a straight line, along the westerly edge of traveled way of said Melnea Cass Boulevard 94.54' to a point of curvature.

Thence on a curve along the westerly edge of traveled way of said Melnea Cass Boulevard 12.06' to a point of tangency, located on the southerly side of the said Parkland Easement.

Thence S50-10-56W on a straight line along the southerly side of the said Parkland Easement 18.48' to an angle point.

Thence S36-13-59E on a straight line 66.17' to the point of beginning.

The above described tract of land as shown on said plan by DMC Engineering, Inc., has a total area of 128,902 square feet or 2.96 acres.



SITE PLAN PHASE 1

SCALE 1"=20'

**RUGGLES CENTER,
METROPOLITAN COLLEGE OF
STULL & LEE INC. ARCHITECTS AND PLANNERS
DMC ENGINEERING, INC.**

JUNE 1, 1989

DMC1

DIMENSIONAL REQUIREMENTS
FOR PHASE 1

1. Office Building

<u>Section</u>	<u>Required in M-1 Zone</u>	<u>Provided for Office Building (Approximate)</u>	<u>Exception Required</u>
14-1 Minimum Lot Size	None	---	No
14-3 Minimum Lot Width	None	---	No
15-1 Floor Area Ratio ^A	1.0	7.2	Yes
27E-22 Maximum Height	35' ^B	178' ^C	Yes
18-1 Minimum Front Yard ^D	20'	10'	Yes
19-1 Minimum Side Yard			
Tremont Street	20'	23'	No
Columbus Ave. Ext.	20'	12'	Yes
20-7 Minimum Rear Yard	20'	0'	Yes

^A See Note 1 below.

^B The Office Building is located in the Parcel 18 Study Area created by the Roxbury IPOD. The height standard in the Parcel 18 Study Area is 35 feet. The Office Building is also located in the Tremont Street Boulevard Planning District created by the Roxbury IPOD. The height standard in a Boulevard Planning District is 45 feet. The Code does not specify which height standard governs when a project is located both in a Study Area and in a Boulevard Planning District.

^C The definition of "height" as defined in the Code provides that mechanical penthouses may be excluded when calculating height if the area of the penthouse does not exceed 33 1/3% of the roof area. Because the mechanical penthouse of the Office Building occupies approximately 33 1/3% of the roof area of the High-rise of the Office Building, the height of the Office Building has been calculated including the mechanical penthouse, pending approval of final plans and specification at which time accurate calculations can be made.

^D The front yard of the Office Building faces the Plaza.

<u>Section</u>	<u>Required in M-1 Zone</u>	<u>Provided for Office Building (Approximate)</u>	<u>Exception Required</u>
21-1, Setback of Parapet ^E 21-2(a) and 21-2(b)			
<u>Front</u> ^F			
Low-rise	36'	45'	No
High-rise	54'	0'	Yes
<u>Tremont Street Side</u>			
Low-rise	0'	4'	No
High-rise	6'	4'	Yes
<u>Columbus Avenue Extension Side</u> ^F			
Low-rise	30'	4'	Yes
High-rise	42'	0'	Yes
<u>Rear</u>			
Low-rise	36'	0'	Yes
High-rise	54'	61'	No
23-6 Off-Street Parking	None	---	No
24-1 Off-Street Loading	3 Bays	3 Bays	No

^E See Note 2 below.

^F It is currently contemplated that the Plaza and Columbus Avenue Extension will be in public ownership or control. However, since a final determination has not been made, these calculations have been made on the assumption that the Plaza and Columbus Avenue Extension will be in private ownership, an assumption which results in the largest dimensional requirements (i.e., the worst case scenario).

Note 1

Proposed FAR: The gross floor area of the proposed Office Building for FAR purposes is approximately 242,000 square feet.

- (a) The FAR for the Office Building is computed with respect to the lot for the Office Building as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Office Building Lot}} = \frac{242,000}{33,444} = 7.2$$

- (b) The FAR for the Office Building is computed with respect to the entire Phase 1 Site as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Lot}} = \frac{242,000}{128,902} = 1.9$$

- (c) The FAR for all proposed structures (that is, the Office Building and the Garage) is computed with respect to the entire Phase 1 Site as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Lot}} = \frac{472,000}{128,902} = 3.7$$

Note 2

The parapet setback requirements are computed by using the formula:

$$\frac{H + L'}{6}$$

with the proviso, added by Section 21-1 of the Code that one half of the width of the abutting street may be subtracted to determine the parapet setbacks required.

- (a) No front parapet setbacks are required below 25 feet in height.

- (i) Above 25 feet in height, the front parapet setback required along the Plaza for the Low-rise of the Office Building is approximately:

$$\frac{42 - 25 + 197}{6} = 36 \text{ feet}$$

A front parapet setback of approximately 45' is provided for the Low-rise.

- (ii) Above 25 feet in height, the front parapet setback required along the Plaza for the High-rise of the Office Building is approximately:

$$\frac{178 - 25 + 169}{6} = 54 \text{ feet}$$

No front parapet setback is provided for the High-rise.

- (b) No side parapet setbacks are required below 40 feet in height.

- (i) Above 40 feet in height, the side parapet setback required along Tremont Street for the Low-rise of the Office Building is approximately:

$$\frac{42 - 40 + 169}{6} - 35.5 = -7 \text{ feet} \quad (0 \text{ required})$$

A side parapet setback of approximately 4' is provided along Tremont Street for the Low-rise.

- (ii) Above 40 feet in height, the side parapet setback required along Tremont Street for the High-rise is approximately:

$$\frac{178 - 40 + 108}{6} - 35.5 = 6 \text{ feet}$$

A side parapet setback of approximately 4' is provided along Tremont Street for the High-rise.

- (iii) Above 40 feet in height, the side parapet setback required from the Columbus Avenue Extension for the Low-rise of the Office Building is approximately:

$$\frac{42 - 40 + 174}{6} = 30 \text{ feet}$$

A side parapet setback of approximately 4' is provided along the Columbus Avenue Extension for the Low-rise.

- (iv) Above 40 feet in height, the side parapet setback required along the Columbus Avenue Extension for the High-rise of the Office Building is approximately:

$$\frac{178 - 40 + 112}{6} = 42 \text{ feet}$$

No side parapet setback is provided along the Columbus Avenue Extension for the High-rise.

- (c) No rear parapet setbacks are required below 25 feet in height.

- (i) Above 25 feet in height, the rear parapet setback required along Melnea Cass Boulevard for the Low-rise of the Office Building is approximately:

$$\frac{42 - 25 + 197}{6} = 36 \text{ feet}$$

No side parapet setback is provided along Melnea Cass Boulevard for the Low-rise.

- (ii) Above 25 feet in height, the rear parapet setback required along Melnea Cass Boulevard for the High-rise of the Office Building is approximately:

$$\frac{178 - 25 + 169}{6} = 54 \text{ feet}$$

A rear parapet setback of approximately 61' is provided for the High-rise.

Note 3

The lots included in Phase 1 are located approximately as shown on the site plan attached to the Development Plan as Exhibit B. Certain lots set forth on Exhibit B may be reconfigured prior to the approval by the Authority of the Phase I Final Plans and Specifications which may affect the calculations set forth herein.

Note 4

All the figures set forth herein are approximate and are subject to change as a result of changes in the Office Building and the Garage made in accordance with final design, environmental, and other development review by the Authority pursuant to the Development Review Procedures.

2. Garage

<u>Section</u>	<u>Required in M-1 Zone</u>	<u>Provided for Garage (Approximate)</u>	<u>Exception Required</u>
14-1 Minimum Lot Size	None	---	No
14-3 Minimum Lot Width	None	---	No
15-1 Floor Area Ratio ^G	1.0	6.2	Yes
27E-22 Maximum Height	35'	96' ^H	Yes
18-1 Minimum Front Yard ^I	20'	27'	No
19-1 Minimum Side Yard			
Ruggles Station Access	20'	10'	Yes
Melnea Cass Boulevard	20'	5'	Yes
20-7 Minimum Rear Yard	20'	0'	Yes

^G See Note 5 below.

^H The definition of "height" as defined in the Code provides that structures and penthouses normally built above the roof and not used or designed to be used for human occupancy may be excluded when calculating height. Because the Code does not define "human occupancy", the height of the Garage has been calculated including the structure housing the elevator shaft and elevator lobby, which elevator lobby provides access to the level of parking located on the roof of the Garage.

^I The front yard of the Garage faces the Columbus Avenue Extension.

<u>Section</u>	<u>Required in M-1 Zone</u>	<u>Provided for Garage (Approximate)</u>	<u>Exception Required</u>
21-1 Setback of Parapet ^J 21-2(a) and 21-2(b)			
Front ^K	58'	0'	Yes
Melnea Cass Boulevard Side	15'	0'	Yes
Ruggles Station Access Side	31'	0'	Yes
Rear	58'	0'	Yes
23-6 Off-Street Parking	None	---	No
24-1 Off-Street Loading	0 Bays	0 Bays	No

^J See Note 6 below.

^K It is currently contemplated that the Plaza and Columbus Avenue Extension will be in public ownership or control. However, since a final determination has not been made, these calculations have been made on the assumption that the Plaza and Columbus Avenue Extension will be in private ownership, an assumption which results in the largest dimensional requirements (i.e., the worst case scenario).

Note 5

Proposed FAR: The gross floor area of the proposed Garage for FAR purposes is approximately 230,000 square feet.

- (a) The FAR for the Garage is computed with respect to the lot for the Garage as follows;

$$\frac{\text{Gross Floor Area}}{\text{Area of Garage Lot}} = \frac{230,000}{37,155} = 6.2$$

- (b) The FAR for the Garage is computed with respect to the entire Phase 1 Site as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Lot}} = \frac{230,000}{128,902} = 1.8$$

- (c) The FAR for all proposed structures (that is, the Office Building and the Garage) computed with respect to the entire Phase 1 Site is as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Lot}} = \frac{472,000}{128,902} = 3.7$$

Note 6

The parapet setback requirements are computed by using the formula:

$$\frac{H + L'}{6}$$

with the proviso, added by Section 21-1 of the Code that one half of the width of the abutting street may be subtracted to determine the parapet setbacks required.

- (a) No front parapet setbacks are required below 25 feet in height.

Above 25 feet in height, the front parapet setback required along the Columbus Avenue Extension for the Garage is approximately:

$$\frac{86 - 25 + 285}{6} = 58$$

No front parapet setback is provided.

- (b) No side parapet setbacks are required below 40 feet in height.

Above 40 feet in height, the side parapet setback required along Melnea Cass Boulevard for the Garage is approximately:

$$\frac{86 - 40 + 137}{6} - 16 = 15$$

No side parapet setback is provided along Melnea Cass Boulevard.

Above 40 feet in height, the side parapet setback required from the Ruggles Station Access for the Garage is approximately:

$$\frac{86 - 40 + 140}{6} = 31$$

No side parapet setback is provided along the Ruggles Station Access.

- (c) No rear parapet setbacks are required below a height of 25 feet.

Above 25 feet in height, the rear parapet setback required along the MBTA for the Garage is approximately:

$$\frac{86 - 25 + 285}{6} = 58$$

No rear parapet setback is provided.

Note 7

The lots included in Phase 1 are located approximately as shown on the site plan attached to the Development Plan as Exhibit B. Certain lots set forth on Exhibit B may be reconfigured prior to the approval by the Authority of the Phase I Final Plans and Specifications which may affect the calculations set forth herein.

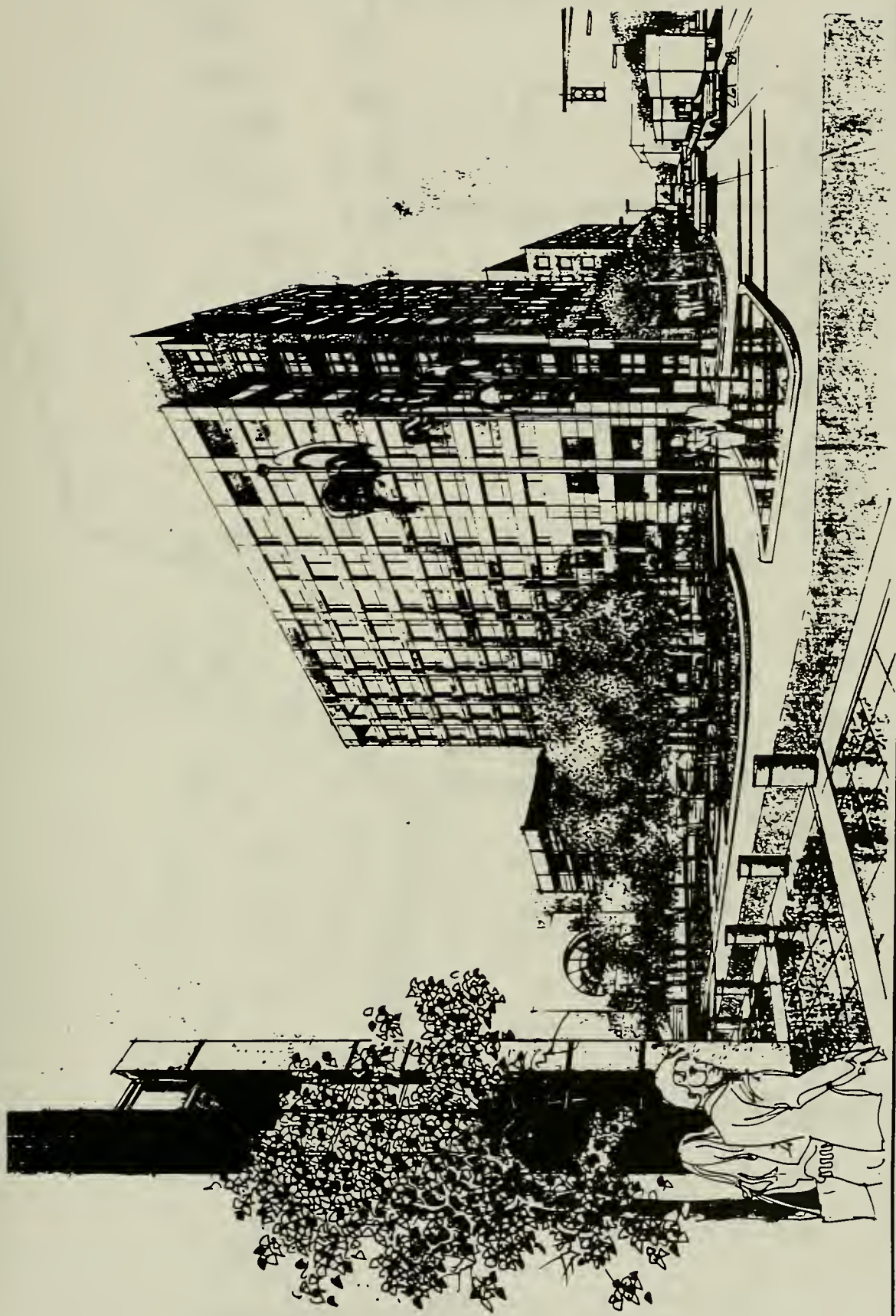
Note 8

All the figures set forth herein are approximate and are subject to change as a result of changes to the Office Building and the Garage made in accordance with final design, environmental, and other development review by the Authority pursuant to the Development Review Procedures.

EXHIBIT D

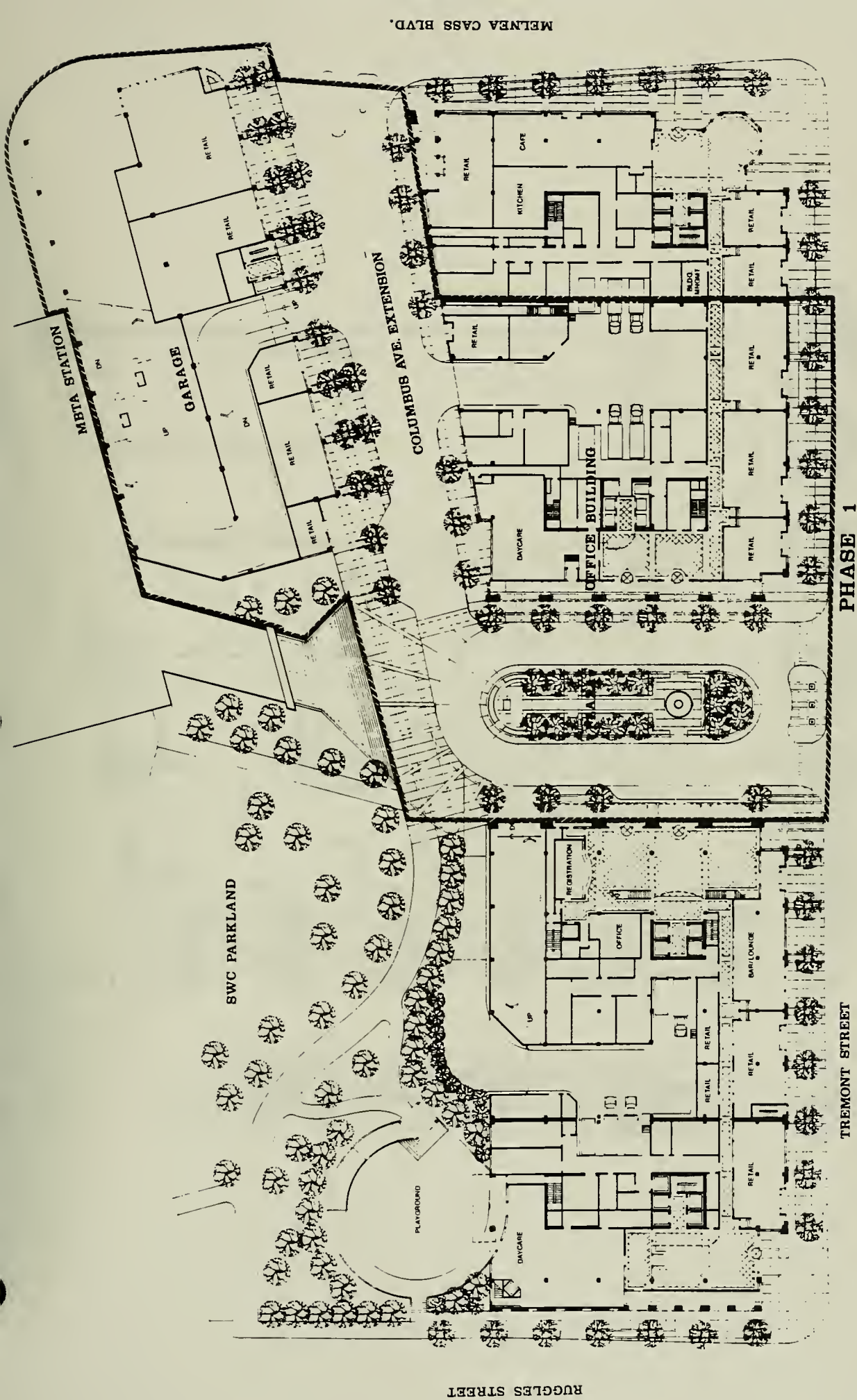
PRELIMINARY OFFICE BUILDING PLANS

1. EYE-LEVEL PERSPECTIVE
2. SITE PLAN
3. GROUND FLOOR PLAN
4. SECOND FLOOR PLAN
5. TYPICAL FLOOR PLAN
6. BUILDING SECTION
7. TREMONT ST. ELEVATION
8. PLAZA ELEVATION
9. COLUMBUS AVE. ELEVATION
10. NORTH ELEVATION



PERSPECTIVE

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
JUNE 1, 1989
STULL & LEE INC. ARCHITECTS AND PLANNERS



MELNEA CASS BLVD.

RUGGLES STREET

OFFICE BUILDING

HOTEL

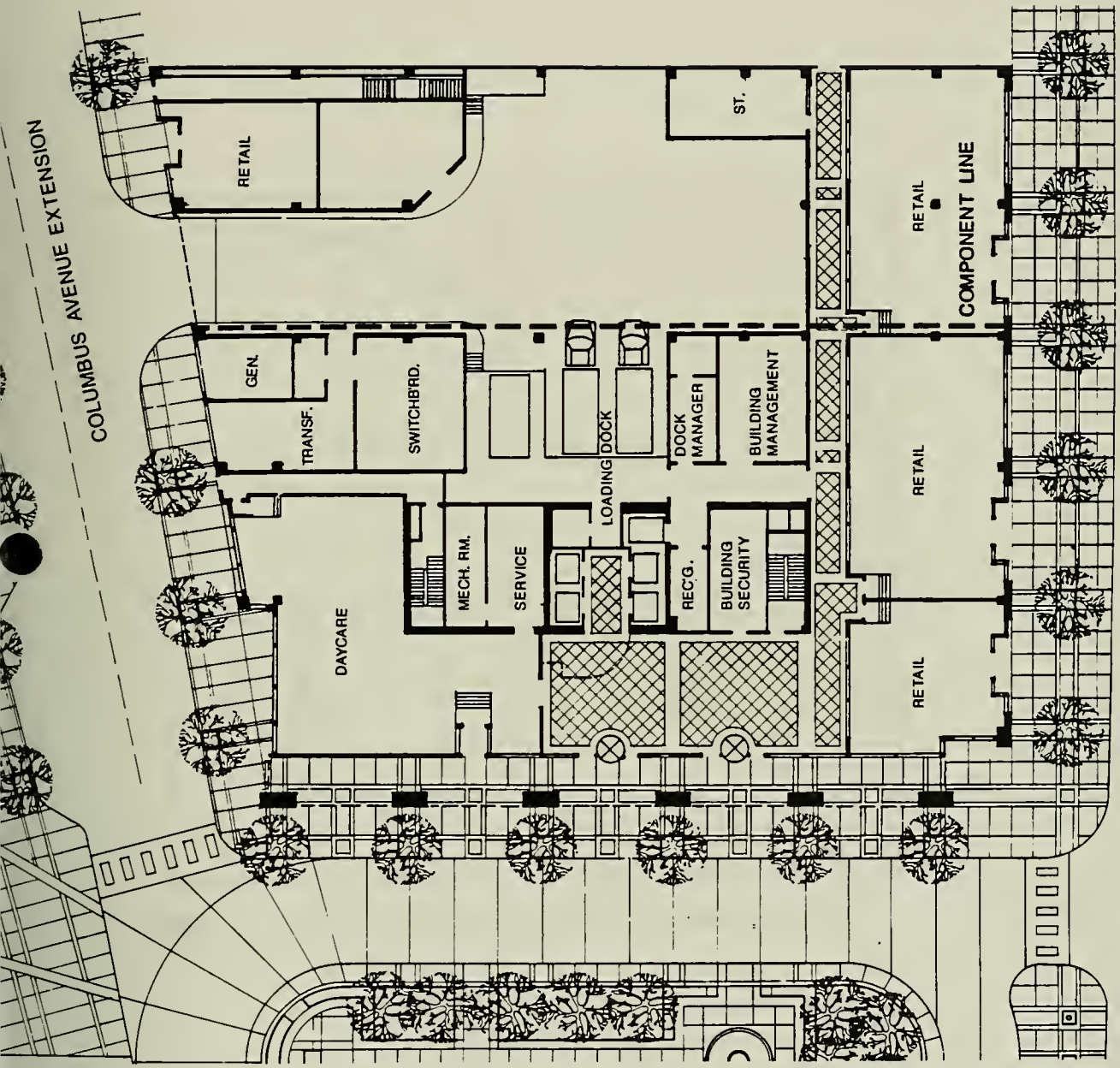
OFFICE BUILDING

PHASE I: SITE PLAN

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989

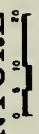


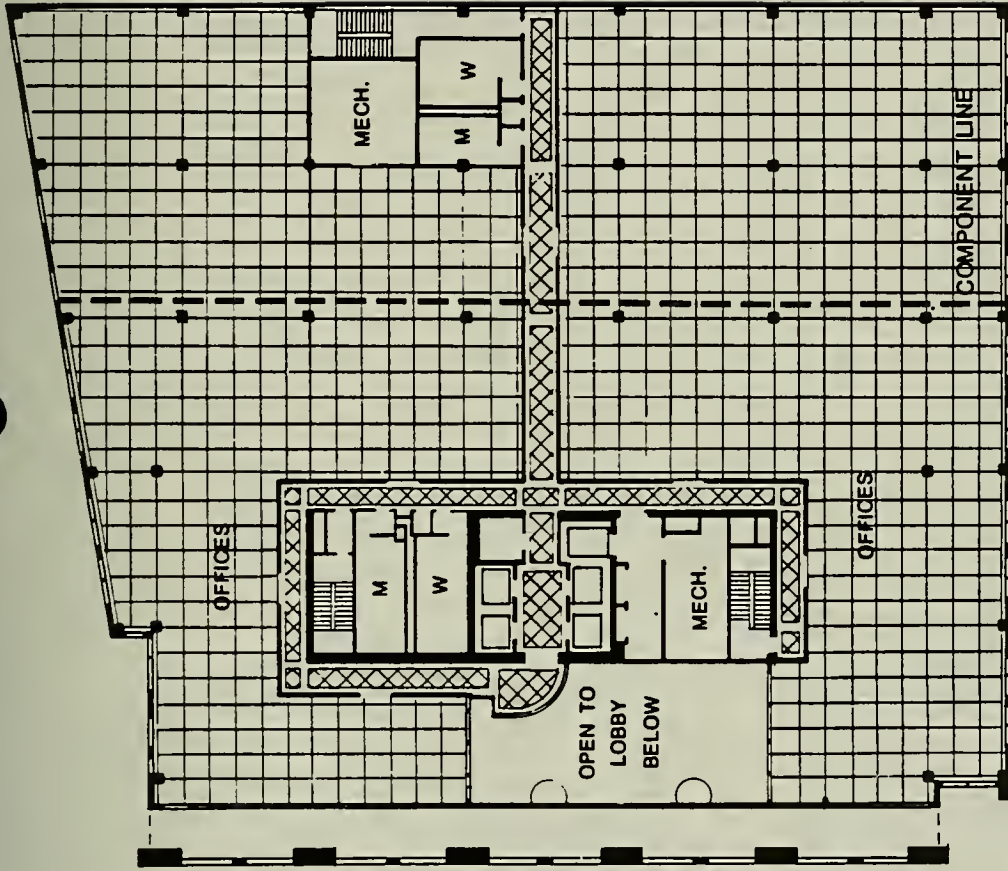


**PHASE I: OFFICE BLDG.
GROUND FLOOR PLAN**

**RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE**
STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989



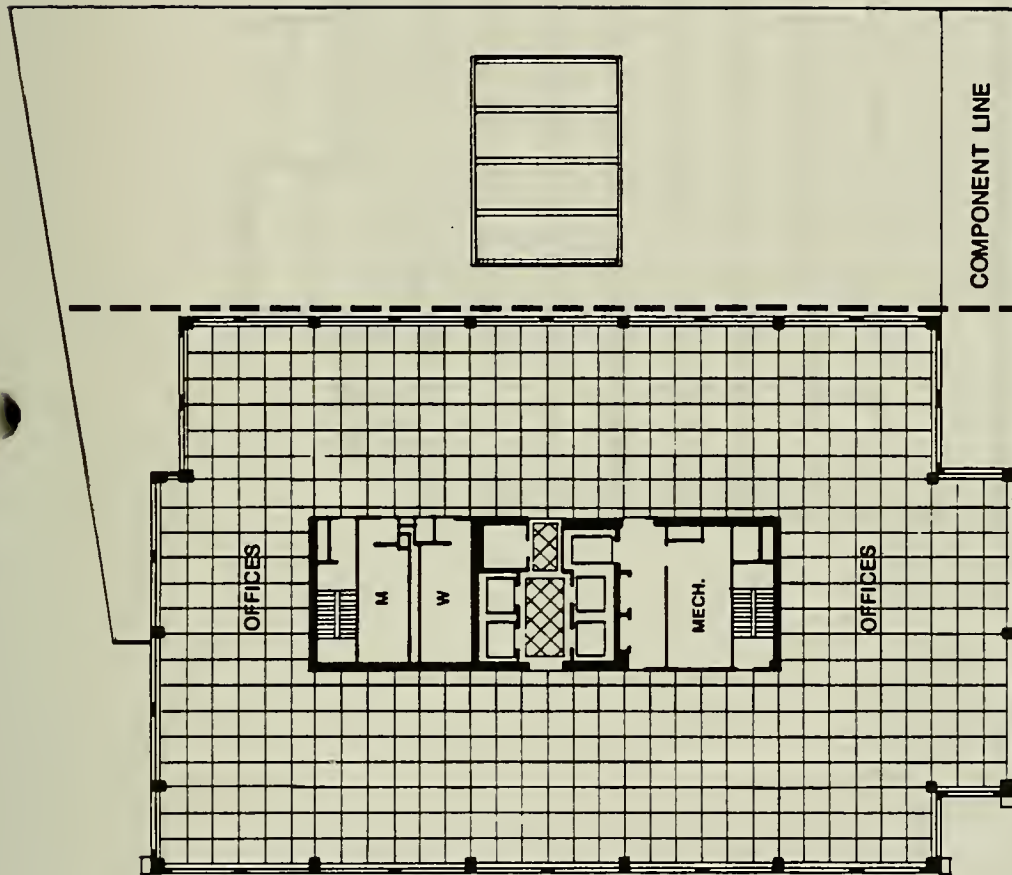


**PHASE I: OFFICE BLDG.
SECOND FLOOR PLAN**

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989





PHASE I: OFFICE BLDG. TYPICAL FLOOR PLAN

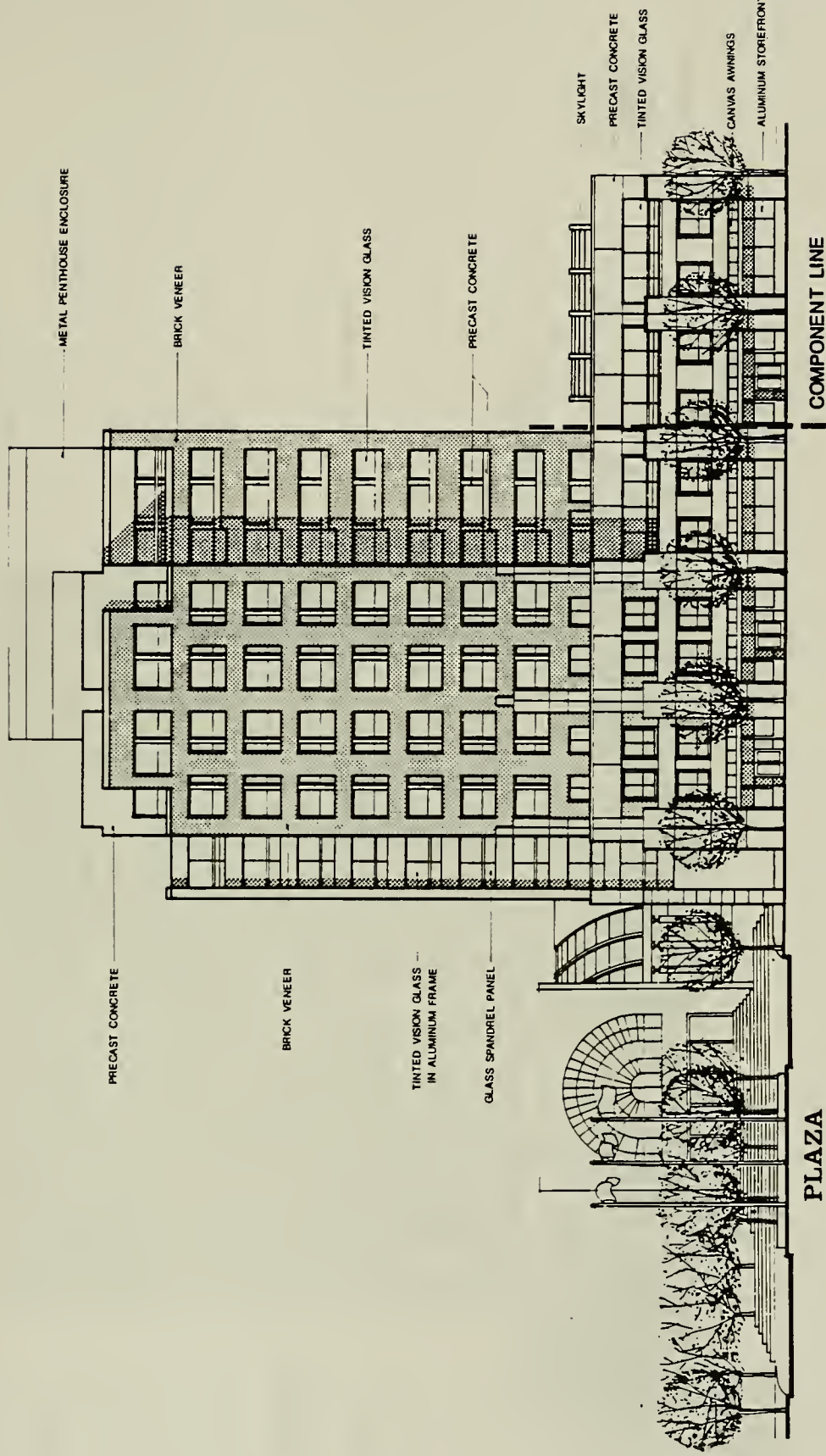
JUNE 1, 1989

RUGGLES CENTER

METROPOLITAN/COLUMBIA PLAZA VENTURE

STULL & LEE INC. ARCHITECTS AND PLANNERS

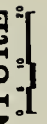
0 1 10 20

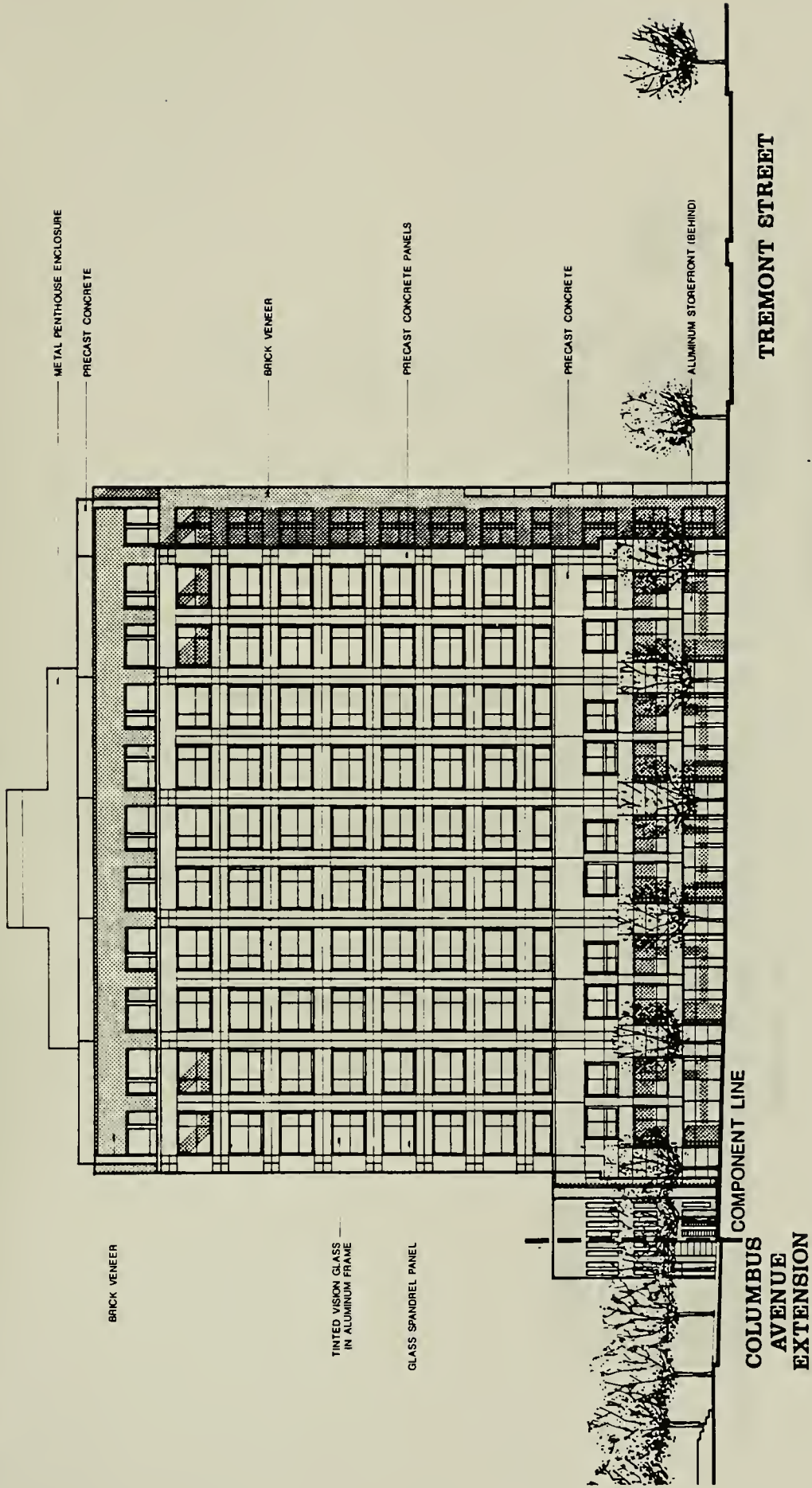


JUNE 1, 1989

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS

PHASE I: OFFICE BLDG.
TREMONT ST. ELEVATION



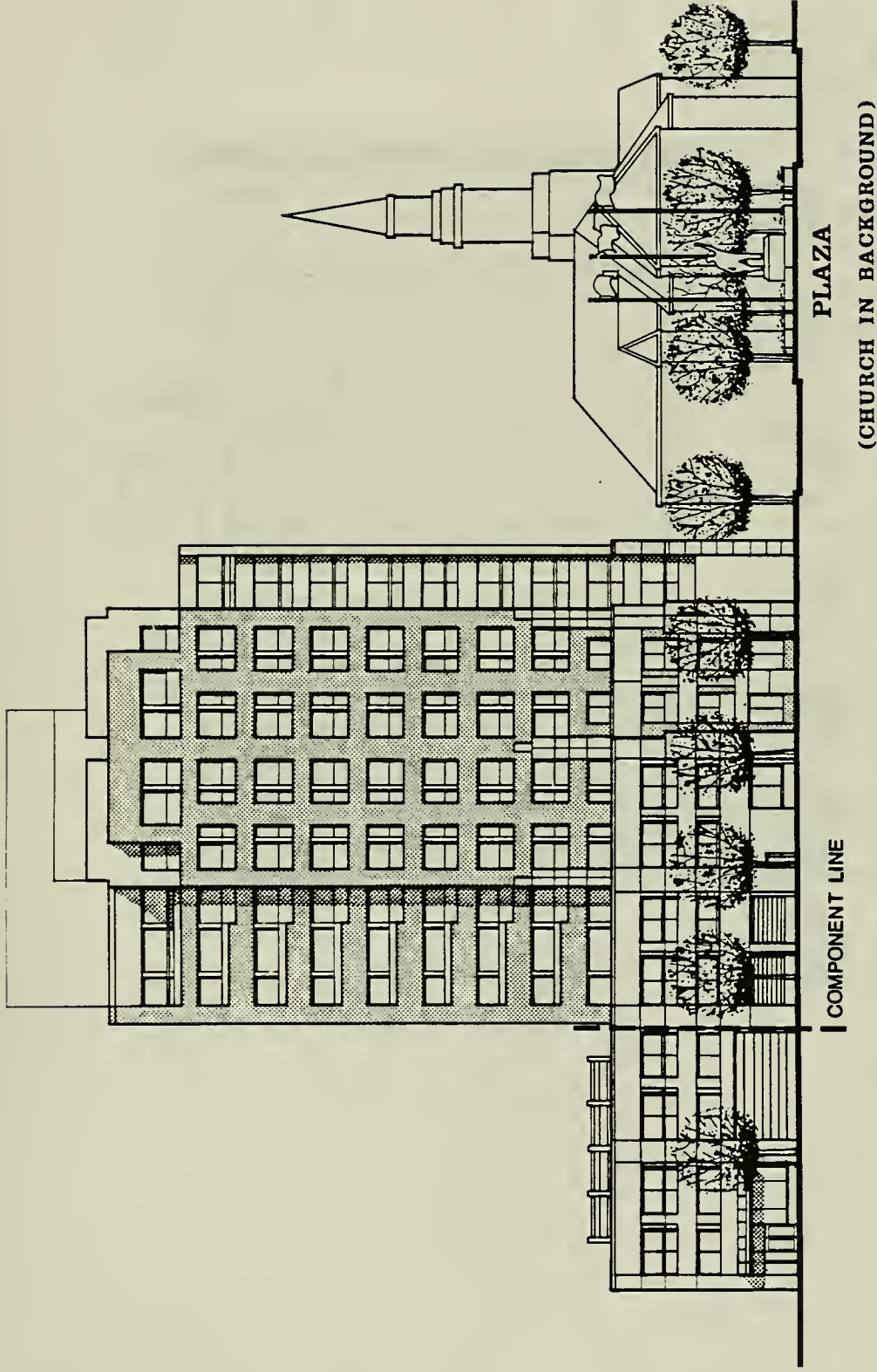


PHASE I: OFFICE BLDG. PLAZA ELEVATION

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989

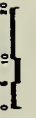


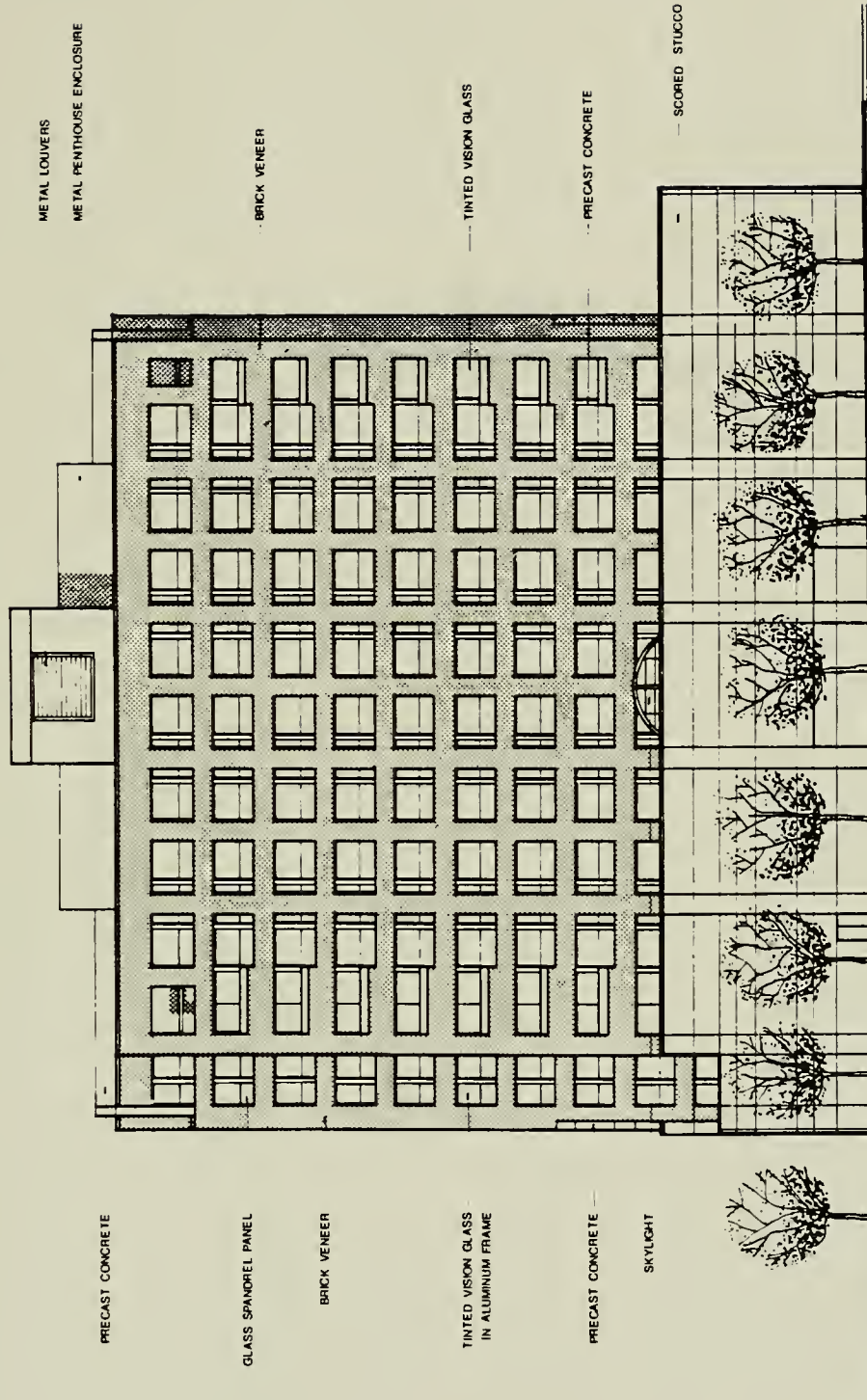


**PHASE I: OFFICE BLDG.
COLUMBUS AVE. ELEVATION**

**RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE**
STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989





METAL LOUVERS
METAL PENTHOUSE ENCLOSURE

BRICK VENEER

TINTED VISION GLASS

PRECAST CONCRETE

SCORED STUCCO

PRECAST CONCRETE

GLASS SPANDREL PANEL

BRICK VENEER

TINTED VISION GLASS
IN ALUMINUM FRAME

PRECAST CONCRETE

SKYLIGHT

TREMONT STREET

COLUMBUS
AVENUE
EXTENSION

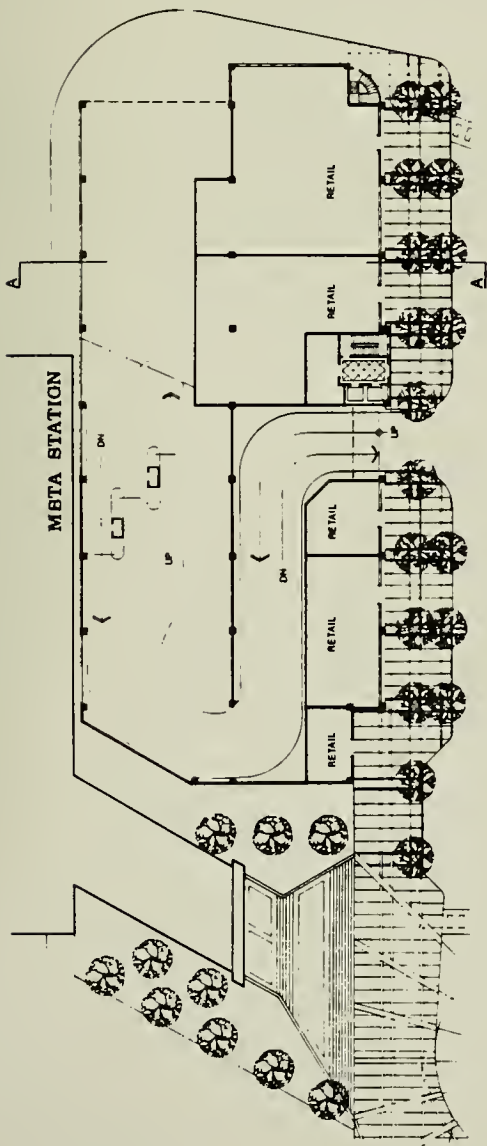
PHASE I: OFFICE BLDG. NORTH ELEVATION

JUNE 1, 1988

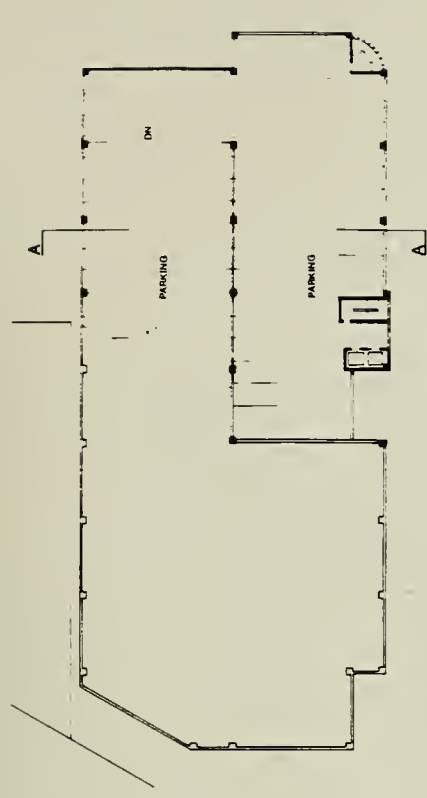
RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS



EXHIBIT E
PRELIMINARY GARAGE PLAN



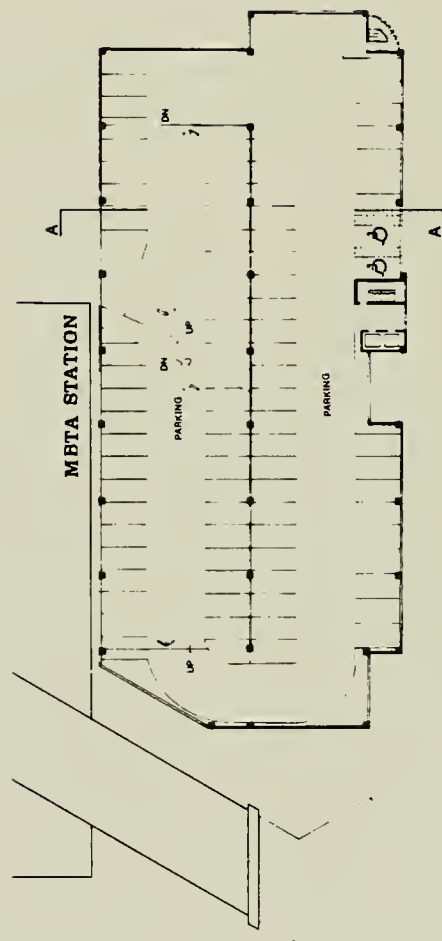
GROUND FLOOR PLAN



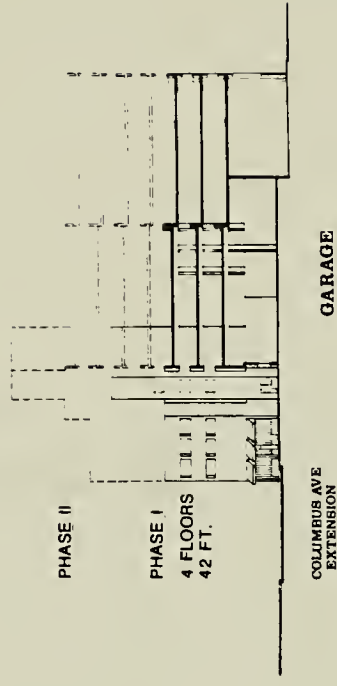
FOURTH FLOOR PLAN

ABOVE GRADE GARAGE PARKING COUNT

PHASE I	250 CARS
PHASE II	390 CARS
TOTAL	640 CARS



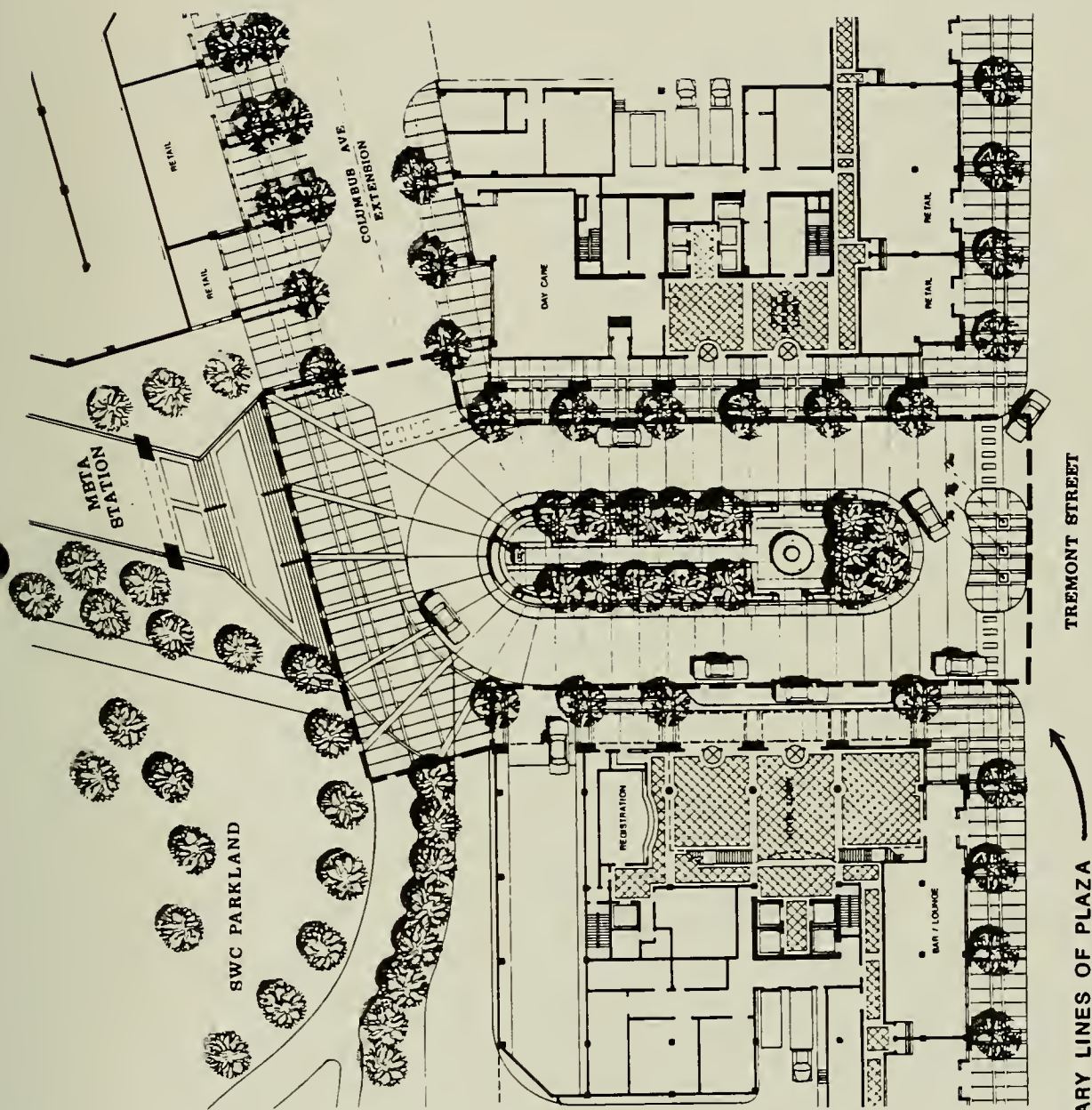
SECOND & THIRD FLOOR PLAN



CROSS SECTION A-A

PHASE I: PARKING GARAGE

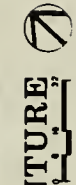
EXHIBIT F
PRELIMINARY PLAZA PLAN

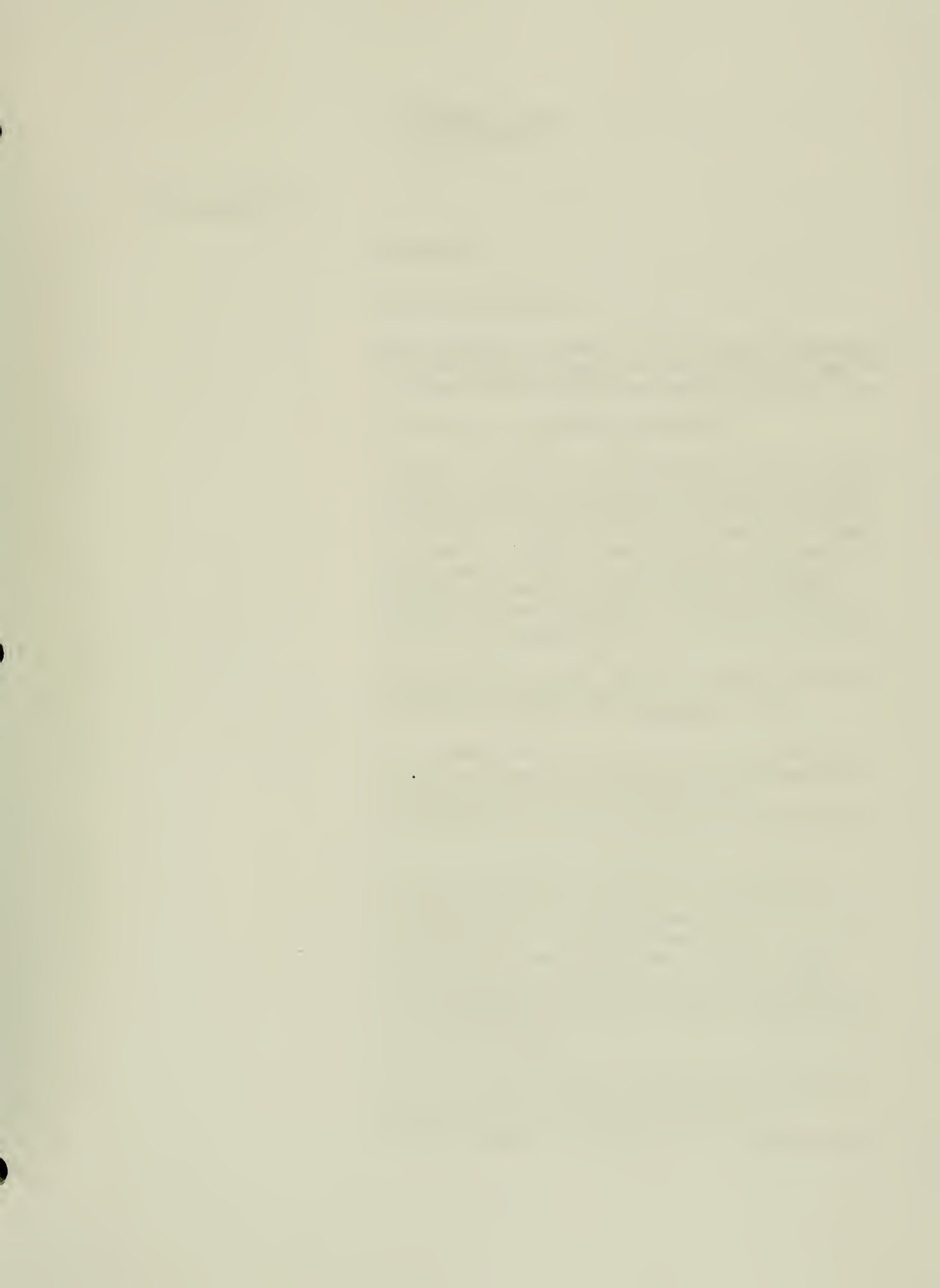


PHASE I: PLAZA PLAN

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989





PROPOSED USES
FOR PHASE 1

1. Permitted Uses

<u>No.</u>	<u>Use Item</u>
17	Day care center.
27	Open space in public or private ownership for active or passive recreational use or to the conservation of natural resources.
31	Automatic telephone exchange.
34	Stores primarily serving the local retail business needs of the residents of the neighborhood, including, but not limited to a store retailing one or more of the following: food, baked goods, groceries, packaged alcoholic beverages, drugs, tobacco products, clothing, dry goods, books, flowers, paint, hardware and minor household appliances.
35	Store serving the general retail business needs of a major part of the city, including accessory storage.
36A	Sale over the counter of non-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out.
37	Lunch room, restaurant, cafeteria or other place for the service or sale of food or drink for on-premises consumption, provided that there is no dancing nor entertainment other than phonograph, radio and television, and that neither food nor drink is served to, or consumed by, persons while seated in motor vehicles.
38	Place for sale and consumption of food and beverages (other than drive-in restaurant) providing dancing or entertainment or both; or any commercial

establishment maintaining and operating any amusement game machine (other than as an accessory use described in Use Item No. 86b or 86c).

- 42 Office or display or sales space of a wholesale, jobbing or distributing house.
- 43 Barber shop; beauty shop; shoe repair shop; self-service laundry; pick-up and delivery station of laundry or dry-cleaner; or similar use.
- 44 Tailor shop, hand laundry; dry cleaning shop (provided that only nonflammable solvents are used for cleaning).
- 46 Caterer's establishment; photographer's studio.
- 48 Research laboratory; radio or television studio.
- 50 Place for the service or sale of on-premises prepared food or drink for on-premises or off-premises consumption, providing off-street parking facilities for its customers while doing business on the premises; outdoor sale or display for sale of garden supplies, agricultural produce, flowers and the like.
- 60 Car wash.
- 68 Manufacture or repair of various products, including, without limitation:

Cameras or other photographic equipment; electronic components and supplies; leather products, including shoes, machine belting, and the like; optical equipment, clocks, or similar precision instruments.
- 80 As an accessory use subject to the limitations and restrictions of Article 10, the storage of flammable liquids and gases incidental to a lawful use.

- 81 As an accessory use subject to the limitations and restrictions of Article 10, the manufacture, assembly or packaging of products sold on the lot.
- 85 As an accessory use (other than an accessory office) subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use.
- 86 As an accessory use subject to the limitations and restrictions of Article 10, the maintenance and operation of not more than four amusement game machines:
- a. in a private club, or similar noncommercial use.
 - b. in a bar, tavern or other commercial establishment where alcoholic beverages are sold and consumed.
 - c. in a store, self-service laundry, restaurant, or other commercial establishment (other than a commercial establishment where alcoholic beverages are sold and consumed).

2. Conditional Uses (Conditional Use Permits or Exceptions Required)

<u>No.</u>	<u>Use Item</u>
20A	Library or museum not conducted for profit, and not accessory to a use listed under Use Item No. 16A, 18, 22, 23, or 24, whether or not on the same lot.
24	Scientific research and teaching laboratories not conducted for profit and accessory to a use listed under Use Item No. 16, 16A, 18, 22, or 23, whether or not on the same lot.
27A	Open space recreational building, a structure on an open space area that is necessary and/or appropriate to the enhanced enjoyment of the particular open space area.

- 30 Private club (including quarters of fraternal organizations) operated for members only.
- 39 Office of accountant, architect, attorney, dentist, physician or other professional person (conditional through April 28, 1990).
- 40 Real estate insurance or other agency office (conditional through April 28, 1990).
- 41 Office building, post office, bank or similar establishment (conditional through April 28, 1990).
- 59 Parking garage.
- 61 Rental agency.
- 71 Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use if it were on the same lot; any such use on such a lot in another district, provided that any such use shall be subject to the same restrictions as the use to which it is ancillary.
- 72 As an accessory use, a garage or parking space for occupant, employees, customers, students and visitor.
- 77 As an accessory use subject to the limitations and restrictions of Article 10, the keeping of laboratory animals incidental to an educational or institutional use.
- 85 An office as an accessory use subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use.

ANTICIPATED ZONING
REQUESTS FOR PHASE 1

1. Conditional Use Permits or Exceptions Required for Uses

A. Article 8, Section 7 - Use Items

<u>No.</u>	<u>Use</u>
20A	Library or museum not conducted for profit, and not accessory to a use listed under Use Item No. 16A, 18, 22, 23, or 24, whether or not on the same lot.
24	Scientific research and teaching laboratories not conducted for profit and accessory to a use listed under Use Item No. 16, 16A, 18, 22, or 23, whether or not on the same lot.
27A	Open space recreational building, a structure on an open space area that is necessary and/or appropriate to the enhanced enjoyment of the particular open space area.
30	Private club (including quarters of fraternal organizations) operated for members only.
59	Parking garage.
61	Rental agency.
71	Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use if it were on the same lot; any such use on such a lot in another district, provided that any such use shall be subject to the same restrictions as the use to which it is ancillary.
72	As an accessory use, a garage or parking space for occupant, employees, customers, students and visitor.
77	As an accessory use subject to the limitations and restrictions of Article 10, the keeping of laboratory animals incidental to an educational or institutional use.

B. Article 34 - Interim Office Use Controls

<u>No.</u>	<u>Use</u>
39	Office of accountant, architect, attorney, dentist, physician or other professional person (conditional through April 28, 1990).
40	Real estate insurance or other agency office (conditional through April 28, 1990).
41	Office building, post office, bank or similar establishment (conditional through April 28, 1990).
85	As an accessory use (other than an accessory office) subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use.

2. Exceptions Required for Dimensional Requirements

A. Office Building

<u>Section</u>	
15-1	Floor Area Ratio
27E-22	Maximum Height
18-1	Minimum Front Yard
19-1	Minimum Side Yard
20-7	Minimum Rear Yard
21-1, 21-2(a) and 21-2(b)	Setback of Parapet ^A

^A Although an exception for the setback of parapets is not required for all parapets, final design, environmental and other development review may affect the parapet setbacks such that exceptions are required for additional parapets and, accordingly, authorization for exceptions from all parapet setback requirements is necessary.

B. Parking Garage

Section

15-1	Floor Area Ratio
27E-22	Maximum Height
19-1	Minimum Side Yard
20-7	Minimum Rear Yard
21-1, 21-2(a) and 21-2(b)	Setback of Parapet ^A

3. Other Exceptions Required

Section

Article 27E Section 8	Roxbury Interim Planning Overlay District - Site Plan Review
Article 27E Section 16	Roxbury Interim Planning Overlay District - Transportation Access Plan
Article 28	Boston Civic Design Commission Review

4. Other Permits Required

Section

Article 27E	Roxbury Interim Planning Overlay District Interim Planning Permit
-------------	--

^A Although an exception for the setback of parapets is not required for all parapets, final design, environmental and other development review may affect the parapet setbacks such that exceptions are required for additional parapets and, accordingly, authorization for exceptions from all parapet setback requirements is necessary.

DEVELOPMENT IMPACT PROJECT AGREEMENT
INCLUDING PROVISIONS FOR THE JOBS CONTRIBUTION GRANT
FOR
PLANNED DEVELOPMENT AREA NO. 34
RUGGLES CENTER

WHEREAS, THIS AGREEMENT, dated as of [date of execution] between the BOSTON REDEVELOPMENT AUTHORITY (hereinafter "Authority"), a body politic and corporate created pursuant to Chapter 652 of the Acts of 1960, as amended, acting in its capacity as the planning board for the City of Boston, and RUGGLES CENTER JOINT VENTURE, a Massachusetts general partnership formed under the laws of the Commonwealth of Massachusetts, consisting of Metropolitan Structures, an Illinois general partnership, Columbia Plaza Associates, a Massachusetts general partnership, and Metropolitan/Columbia Plaza Venture, a Massachusetts general partnership, with an address c/o Metropolitan/Columbia Plaza Venture, 200 State Street, Boston, MA 02109, its successors and assigns (hereinafter "Applicant"); the Authority and Applicant, collectively, shall be referred to herein as the parties.

WITNESSETH:

WHEREAS, the Applicant proposes to construct a mixed-use development including one or more of the uses set forth in the Plan (as hereinafter defined), including the construction of up to

five multi-story buildings to be constructed along Tremont Street and Columbus Avenue (hereinafter "Buildings") and other site improvements (hereinafter collectively referred to as the "Project");

WHEREAS, the Project site is bounded by Tremont Street, Ruggles Street, Melnea Cass Boulevard and land owned by the Massachusetts Bay Transportation Authority and more particularly described on Exhibit A attached hereto (hereinafter "Site");

WHEREAS, the Applicant is currently negotiating a Conveyance and Construction Agreement with the Authority and the Massachusetts Bay Transportation Authority for acquisition by the Applicant of those portions of the Site required for development of the Project (the "Conveyance and Construction Agreement");

WHEREAS, the Project will consist of one or more phases (the land and buildings, or portions thereof, in which each such phase of the Project is located, and the rights and easements appurtenant thereto being hereinafter referred to as a "Phase"), the approximate location of each Phase being shown on Exhibit B attached hereto, which Exhibit B is subject to further design and development review;

WHEREAS, the Applicant recognizes that the construction of the Project may have an indirect impact on the costs of housing in the City of Boston (the "City");

WHEREAS, the Applicant recognizes that the construction of the Project may result in the creation of new jobs, which in turn may require the creation of new job training programs or the expansion of existing programs;

WHEREAS, the Project constitutes a Development Impact Project as defined in Section 26A-2(1) of Article 26A of the Boston Zoning Code and Section 26B-2(1) of Article 26B of the Boston Zoning Code;

WHEREAS, the Neighborhood Housing Trust (the "Neighborhood Housing Trust") as referred to in Article 26A of the Boston Zoning Code has been created by Declaration of Trust dated November 19, 1985 pursuant to an Ordinance Establishing The Neighborhood Housing Trust passed by the City Council on May 21, 1986 and approved by the Mayor on July 6, 1986; and

WHEREAS, the Neighborhood Jobs Trust (the "Neighborhood Jobs Trust") as referred to in Article 26B of the Boston Zoning Code has been created by Declaration of Trust pursuant to an Ordinance Establishing The Neighborhood Jobs Trust passed by the City Council on August 19, 1987 and approved by the Mayor on September 8, 1987.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. MASTER PLAN AND DEVELOPMENT IMPACT PROJECT PLAN

1.1 Master Plan and Development Impact Project Plan. The parties hereby acknowledge that the Applicant submitted to the Authority a Master Plan and Development Impact Project Plan for the Project (hereinafter "Plan"), a copy of which is attached hereto as Exhibit C and hereby incorporated by reference, that the Plan included a Development Impact Project Plan as required by Section 26A-3 of Article 26A and Section 26B-3 of Article 26B of the Boston Zoning Code and that after a public hearing held on [date of hearing] notice of which was published in [name of newspaper] on [date of publication], the Authority approved the Plan on [date of approval] pursuant to and in accordance with the Boston Zoning Code. The parties also acknowledge that the Applicant submitted to the Authority a development plan ("Development Plan") for the first phase of the Project ("Phase 1") attached hereto as Exhibit D and hereby incorporated by reference, and that after a public hearing held on [date of hearing] notice of which was published in [name of newspaper] on [date of publication], the Authority approved the Development Plan on [date of approval] pursuant to and in accordance with the Boston Zoning Code. The Applicant hereby agrees to proceed with the planning and design of the Site in a manner consistent with the development concept, land uses and density contemplated in the Plan and agrees to proceed with Phase 1 in accordance with the

Development Plan subject to further design and other development review and other provisions of the approved Development Plan.

ARTICLE 2. LINKAGE PAYMENT

2.1 Linkage Payment. The Applicant shall be responsible, in accordance with and subject to the terms of this Agreement, for a Development Impact Project Contribution (hereinafter "Linkage Payment") as such term is defined in Section 26A-2(3) of Article 26A of the Boston Zoning Code, in the amount as calculated and set forth in Section 2.3 of this Agreement. The Applicant may, at its option, satisfy its obligation for the Linkage Payment, in whole or in part, by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, as described in Section 2.2 of this Agreement (hereinafter "Housing Creation Option"), or by payments made in accordance with Section 2.3 of this Agreement (hereinafter "Housing Payment Option") or by a combination of both the Housing Creation Option and the Housing Payment Option, as described in Section 2.4 of this Agreement.

2.2 Housing Creation Option. Subject to the approval of the Neighborhood Housing Trust and the Authority on or before the Housing Payment Date for Phase 1, as hereinafter defined, the Applicant hereby elects to create or contribute to the creation of housing units for occupancy exclusively by low and moderate income

residents of the City pursuant to the Authority's Housing Creation Regulations adopted by the Authority pursuant to Section 26A - 2.3(a) of Article 26A of the Boston Zoning Code ("Housing Creation Regulations"), by the contribution to the Authority of a Linkage Payment in a single installment for each Phase, which shall be due and payable on the applicable Phase Housing Payment Date, as defined in Section 2.7 hereof, in an amount equal to Net Present Value, as defined in and calculated in accordance with the Housing Creation Regulations, of the Linkage Payment which would otherwise be paid in twelve (12) equal annual installments for the applicable Phase. Such Linkage Payment shall be discounted to represent the present value of such twelve (12) equal annual installments if paid in a single installment on the applicable Phase Housing Payment Date.

For purposes of this Agreement, "Net Present Value" shall be defined as the value of an amount of money equal to the sum of discounted payments which would have been made by the Applicant had the Applicant elected to satisfy its obligations under Article 26A of the Boston Zoning Code through the Housing Payment Option, such discounting to be measured from the date on which the Applicant enters into its Housing Creation Agreement with the Authority through the date on which the final installment of the Housing Payment would have been due had such Payment been made in installments in accordance with Article 26A. Net Present Value

shall be determined by applying a composite discount rate to the payments that the Applicant would have made under the Housing Payment Option. The discount rate shall be calculated by adding fifty (50%) percent of the Applicant's verified cost of funds for the construction of its Development Impact Project to fifty (50%) percent of the current most recent City of Boston long-term (10 year) municipal bond yield.

2.3 Housing Payment Option. If the Neighborhood Housing Trust and the Authority shall not have approved the Applicant's election of the Housing Creation Option as set forth in Section 2.2 on or before the Housing Payment Date for Phase 1, the Applicant shall pay on each Phase Housing Payment Date the first installment of the Linkage Payment for the applicable Phase as though the Linkage Payment for the applicable Phase was to be paid in twelve (12) equal annual installments. Upon the date of the expiration of the appeal period for the building permit associated with the applicable Phase Housing Payment Date, the Applicant shall pay the remaining amount of the Linkage Payment with respect to said Phase in a single installment in an amount equal to Net Present Value.

Said payments shall be paid to the Collector-Treasurer of the City as managing trustee of the Neighborhood Housing Trust. In the event any Linkage Payment is not made in a timely manner as provided herein, the Applicant shall pay interest thereon at the

rate of 1.5% per month, commencing on the applicable date when payment should have been received by the Collector-Treasurer of the City and ending on the date when the Collector-Treasurer of the City receives payment.

2.4 Conversion to Housing Creation Option After Phase Housing Payment Date. If, after the Housing Payment Date for Phase 1, but before having paid all of the installments due under the Housing Payment Option, the Applicant shall desire to elect the Housing Creation Option, the Applicant shall submit a proposal for the Housing Creation Option in writing to the Authority. Such proposal, if approved by the Neighborhood Housing Trust and the Authority and performed by the Applicant, shall satisfy the obligation of the Applicant to make any remaining annual installments due under the Housing Payment Option for the Phases subject to the Housing Creation Option and shall satisfy the provisions of the Housing Contribution requirement for such Phases.

2.5 Calculation of Linkage Payment. The parties hereby acknowledge that the Project will be developed in Phases and that some or all of the Phases will include certain uses enumerated in Table D of Article 26A of the Boston Zoning Code as in existence on the date hereof (hereinafter "Table D Uses"), as more particularly set forth in the Master Plan. The calculation of Linkage Payments for each Phase of the Project shall be made

independent of the calculation of Linkage Payments for each of the other Phases. It is anticipated that, in some of the Phases, the gross floor area (calculated pursuant to Section 2-1(21) of the Boston Zoning Code) of the Phase devoted to one or more such uses in the aggregate will exceed one hundred thousand (100,000) square feet (such Phases are hereinafter referred to as "Linkage Phases"). Linkage Payments shall be required only in connection with Linkage Phases and not in connection with any other Phases or in connection with improvements to the Site. The amount of Linkage Payments referred to in Section 2.1 of this Agreement shall equal \$5.00 for each square foot of gross floor area in excess of the first one hundred thousand (100,000) square feet of gross floor area devoted to one or more Table D Uses. Such exception for the first one hundred thousand (100,000) square feet of gross floor area devoted to Table D Uses shall be applied to the Project only once and shall exempt only a total of one hundred thousand (100,000) square feet of gross floor area devoted to Table D Uses for the Project as a whole. The gross floor area devoted to Table D Uses shall be calculated and certified by the Project Architect (as identified in the Plan) for each Phase of the Project in accordance with Section 2-1(21) of the Boston Zoning Code. In calculating the amount of Linkage Payments, below-grade and above-grade parking shall not be considered "ancillary or accessory to the uses listed in Table D" within the

meaning of Section 26A-3(2)(a) of the Boston Zoning Code and thus shall not be included in calculation of gross square area subject to Linkage Payments.

If the Massachusetts Water Resources Authority ("MWRA") leases or purchases a building (the "MWRA building") in Phase 1, the Applicant's Linkage Payment with respect to the MWRA building shall be based upon each square foot of gross floor area devoted to Table D Uses in excess of 25,000 square feet, rather than 100,000 square feet as provided in Article 26A and the Applicant's Linkage Payment with respect to the second phase of the Project shall be based upon each square foot of gross floor area devoted to Table D Uses in excess of 75,000 square feet. If the MWRA does not lease or purchase the MWRA building, the full 100,000 square foot exemption shall be taken in connection with Phase 1 as provided in Article 26A.

Although it is anticipated that the gross floor area of Phase 1 calculated in accordance with the Boston Zoning Code and devoted to one or more Table D Uses in the aggregate will exceed 100,000 square feet, the exact gross floor area of the buildings in Phase 1 to be devoted to such uses have not been finally established. However, based upon the drawings for Phase 1 submitted with the Plan, the gross floor area devoted to Table D Uses will approximate a total of 252,000 square feet. The total amount of the Linkage Payment for Phase 1, calculated at the rate

of \$5.00 for each square foot of gross floor area in excess of 100,000 square feet devoted to one or more Table D uses, will approximate a total of \$760,000. The parties hereby acknowledge that the amount of the Linkage Payment as calculated above is based upon gross floor areas as estimated in the Plan. Prior to the issuance of a Certificate of Occupancy for the applicable Phase, the Applicant shall submit a statement of the final gross floor area for the Project as certified by the Project Architect (as defined in the Plan). If the gross floor area, as defined in Section 2-1(21) of Article 2 of the Boston Zoning Code and as certified by the Project Architect (as identified in the Plan) for Phase 1 and any other Phases differs from the estimates on which payments are made, the Applicant shall adjust the amount of the Linkage Payment in accordance with Article 26A of the Boston Zoning Code to reflect the change in gross floor area.

2.6 Recalculation. The Authority hereby agrees that, subject to the final calculation provisions of Section 2.5 of this Agreement, any change in the formula (amount or rate of payment) for the calculation of the Linkage Payment as set forth in Section 26A-3(2) of Article 26A of the Boston Zoning Code and otherwise, or any change in the definition of "gross floor area" in Section 2-1(21) of Article 2 of the Boston Zoning Code or other changes in the Boston Zoning Code after the date hereof, shall not in any way increase the Linkage Payment determined in accordance

with Section 2.5 of this Agreement or decrease the period over which Linkage Payments are to be made.

2.7 Housing Payment Date. The Housing Payment Date shall be determined independently for each of the Linkage Phases. With respect to each Linkage Phase, the Applicant shall make its Linkage Payment as a lump sum payment, such payment to be discounted to Net Present Value and made up front on the earlier of (x) 90 days after the date of issuance of a building permit for the applicable Phase for the commencement of initial construction or (y) the date of issuance of a building permit for the applicable Phase for the commencement of substantial construction. For purposes of this Agreement, "initial construction" shall be defined as the issuance of a building permit for foundation work but shall not include the conducting of borings, soils investigations, demolition or similar activities, whether or not the same require the issuance of building permit or partial building permit. For purposes of this Agreement, "substantial construction" shall be defined as the construction of the structure of the building and shall not include demolition, excavation, foundation, subsurface or surface site work performed in connection with the Project.

2.8 Notice of Linkage Payment. Upon execution of this Agreement, the Authority will notify the Trustee of the Housing Trust of such execution.

In order to ensure prompt receipt of each installment of the Linkage Payment, the Applicant acknowledges that the Inspectional Services Department (hereinafter "ISD") will not issue a building permit for the building(s) for the applicable Phase until satisfactory evidence of such receipt has been presented or a Housing Creation Agreement has been signed with the Authority.

The Authority shall review the Applicant's determination of the final gross floor area of the Project. If the Authority confirms the Applicant's determination, it shall so certify and forward the same to the ISD with a copy to the Trustee of the Housing Trust.

2.9 Project Address:

a) Project address(es) as listed on the building permit application is (are):

b) Building application number(s) is (are):

2.10 Non-Accrual of Linkage Payment. If a building permit is not granted for any of the building(s) or parts thereof for the applicable Phase, or if construction of any of the building(s), or parts thereof, is abandoned after a building permit is obtained and prior to the commencement of Substantial Construction or if a building permit for any of the building(s), or parts thereof, is revoked or lapses and is not renewed, then the Applicant shall have no responsibility for the Linkage Payment with respect to such Phase or part thereof and the Authority shall cause the

Neighborhood Housing Trust to reimburse the Applicant for any Linkage Payment made in connection with such Phase or part thereof. If the Applicant shall so abandon all or any portion of the Project or Phase thereof after a building permit is obtained, the Applicant shall file with the Authority and the Neighborhood Housing Trust an affidavit stating that the Project or such portion of the Project is so abandoned.

2.11 Credit Towards Linkage Payment. If the City of Boston should hereafter impose, assess, or levy any excise or tax upon one or more Phases, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for the purposes substantially the same as the purposes recited in Section 26A-1 of Article 26A of the Boston Zoning Code, amounts payable hereunder by Applicant for such Phase(s) shall be credited against such excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder for such Phase(s) shall, to the extent of the amount of such tax or excise, thereupon cease and be of no further force and effect.

ARTICLE 3. JOBS CONTRIBUTION GRANT

3.1 Jobs Payment. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a Jobs Contribution Grant (hereinafter "Jobs Payment") as such term is

defined in Section 26B-2(3) of Article 26B of the Boston Zoning Code, in the amount as calculated and set forth herein. The Jobs Payment shall be made to the Collector-Treasurer of the City of Boston, Room M-5, One City Hall Square, Boston, Massachusetts, 02201, as custodian (the "Collector-Treasurer"), pending acceptance of such payments for the Neighborhood Jobs Trust by the City. The Authority hereby agrees that delivery of such payments to the Collector-Treasurer constitutes full satisfaction of the Applicant's obligation to make such payments.

The parties hereby acknowledge that some or all of the Phases will include certain uses enumerated in Table E of Section 26B-3 of Article 26B of the Boston Zoning Code as in existence on the date hereof (hereinafter "Table E Uses"), including, without limitation, office, retail, educational, institutional, and hotel uses. Although it is anticipated that, in some of the Phases, the gross floor area (calculated pursuant to Section 2-1(21) of the Zoning Code) of the Project devoted to one or more Table E Uses in the aggregate will exceed one hundred thousand (100,000) square feet, (such Phases are hereinafter referred to as "Jobs Linkage Phases"), the exact gross floor areas of the buildings to be devoted to such uses have not been finally established. Jobs Payments shall be required only in connection with Jobs Linkage Phases and not in connection with any other Phases or in connection with improvements to the Site. The amount of the Jobs

Payment shall equal \$1.00 for each square foot of gross floor area in excess of the first one hundred thousand square feet devoted to one or more Table E Uses. Such exception for the first one hundred thousand (100,000) square feet of gross floor area devoted to Table E Uses shall be applied to the Project only once and shall exempt only a total of one hundred thousand (100,000) square feet of gross floor area devoted to Table E Uses for the Project as a whole. The gross floor area devoted to Table E Uses shall be calculated and certified by the Applicant's architect for each Phase of the Project in accordance with Section 2-1(21) of the Boston Zoning Code. In calculating the amount of Jobs Payments, below-grade and above-grade parking shall not be considered "accessory to the uses listed in Table E" within the meaning of Section 26B-3(1)(a) of the Boston Zoning Code and thus shall not be included in calculation of gross square area subject to Jobs Payments.

If the MWRA leases or purchases the MWRA building, the Applicant's Jobs Payment with respect to the MWRA building shall be based upon each square foot of gross floor area devoted to Table E uses in excess of 25,000 square feet, rather than 100,000 square feet as provided in Article 26B and the Applicant's Jobs Payment with respect to the second Phase of the Project shall be based upon each square foot of gross floor area devoted to Table E Uses in excess of 75,000 square feet. If the MWRA does not lease

or purchase the MWRA building, the full 100,000 square foot exemption shall be taken in connection with Phase 1 as provided in Article 26B.

Based upon the drawings for Phase 1 submitted with the Plan, said gross floor areas devoted to such uses will approximate a total of 252,000 square feet. The total amount of the Jobs Payment for Phase 1, calculated at the rate of \$1.00 for each square foot of gross floor area in excess of 100,000 square feet devoted to one or more Table E uses, will approximate a total of \$142,000. The parties hereto acknowledge that the amount of the Jobs Payment as calculated above is based upon gross floor areas as estimated in the Plan. Prior to the issuance of the Certificate of Occupancy for the applicable Phase, the Applicant shall submit a statement of the final gross floor area for Phase 1 as certified by the Project Architect (as identified in the Plan). If the gross floor area, as defined in Section 2-1(21) of Article 2 of the Boston Zoning Code and as certified by the Project Architect (as identified in the Plan) for Phase 1 and any other Phases differs from the estimates on which payments are made, the Applicant shall adjust the amount of the Jobs Payment in accordance with Article 26B of the Boston Zoning Code to reflect the change in the gross floor area.

3.2 Recalculation. The Authority hereby agrees that, subject to the final calculation provisions of Section 3.1 of this

Agreement, any change in the formula (amount or rate of payment) for the calculation of the Jobs Payment as set forth in Section 26B-3(1) of Article 26B of the Boston Zoning Code and otherwise, or any change in the definition of "gross floor area" in Section 2-1(21) of Article 2 of the Boston Zoning Code or other changes in the Boston Zoning Code after the date hereof, shall not in any way increase the Jobs Payment determined in accordance with Section 3.1 of this Agreement or decrease the period over which Linkage Payments are to be made.

3.3 Jobs Payment Date. The Jobs Payment Date shall be determined independently for each of the Jobs Linkage Phases. The Jobs Payment for each of the Phases for which Jobs Payments are due shall be made in two (2) equal annual installments. The first installment of the Jobs Payment for each Phase shall be due on the earlier of (x) 90 days after the date of the issuance of a building permit for the applicable Phase for the commencement of initial construction or (y) the date of issuance for the applicable Phase of a building permit for the commencement of substantial construction. The remaining installment, in each Phase, shall be due and payable without interest on the anniversary of the first payment.

3.4 Non-Accrual of Jobs Payment. If a building permit is not granted for any of the building(s) on the applicable Phase, or part thereof, or if construction of any of the building(s) on the applicable Phase, or part thereof, is abandoned after a building

permit is obtained and prior to the commencement of Substantial Construction, is revoked or lapses and is not renewed, then the Applicant shall have no responsibility for the Jobs Payment with respect to such Phase or part thereof and the Authority shall promptly reimburse the Applicant for any Jobs Payment made in connection with such Phase or part thereof.

3.5 Credit Toward Jobs Payment. If the City of Boston should hereafter impose, assess, or levy any excise or tax upon one or more Phases, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for the purposes substantially the same as the purposes recited in Section 26B-1 of Article 26B, amounts payable hereunder by Applicant for such Phase(s) shall be credited against such excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax or excise, thereupon cease and be of no further force or effect.

ARTICLE 4. LIABILITY.

4.1 Assignability. This Agreement shall be binding upon and enforceable against the successors and assigns of the parties hereto, it being understood and agreed that the Applicant shall have a right to transfer or assign to another party or parties its rights and interests under this Agreement and in all or a portion

of the Site and any Phase thereof, subject to such limitations as may be contained in the Conveyance and Construction Agreement.

4.2 Default. Each and every covenant contained in this Agreement is and shall be construed to be a separate and independent covenant and shall, as relevant, apply separately to each Phase, and a default with respect to a particular Phase under any section or provision of this Agreement shall not constitute a default with respect to any other Phase.

4.3 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

4.4 Liability. The liability of the Applicant or its successors or assigns (including, without limitation, mortgagees) (the "Phase Developer") arising under this Agreement with respect to each Phase shall be limited solely to the assets and property of the Phase Developer with respect to such Phase, in accordance with the provisions of the Conveyance and Construction Agreement.

ARTICLE 5. MISCELLANEOUS PROVISIONS.

5.1 Amendments; Law to be Applied. If the parties hereto agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the parties hereto. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and sets forth the entire agreement between the parties. This Agreement is binding and enforceable as to each Phase under contract law upon, and inures to the benefit of, the parties, their successors, assigns, and legal representatives with respect to each Phase, including, without limitation, any successor owner or owners of the improvements for each Phase, and the Neighborhood Housing Trust and the Neighborhood Jobs Trust as successors to the Authority, notwithstanding any subsequent amendment, or repeal of Article 26A or Article 26B of the Boston Zoning Code or court decision having the effect of an amendment or repeal of Article 26A or Article 26B of the Boston Zoning Code. This Agreement shall supersede Paragraph A, Sections 2 (Housing Linkage Payment) and 3 (Jobs Linkage Payment) of the Memorandum of Understanding dated _____ by and between the Authority, the Applicant, Kingston/Bedford Joint Venture, the Parcel 18+ Development Task Force and the Chinatown/South Cove Neighborhood Council regarding community benefits (the "Community Benefits Memorandum), the obligations of said Paragraph A, Sections 2 (Housing Linkage Payment) and 3 (Jobs Linkage Payment) of the

THEORY OF THE EARTH

CHAPTER I. OF THE ORIGIN AND GROWTH OF THE EARTH.

§ 1. OF THE ORIGIN OF THE EARTH.

§ 2. OF THE GROWTH OF THE EARTH.

§ 3. OF THE FORMATION OF THE SOLID SURFACE.

§ 4. OF THE FORMATION OF THE ATMOSPHERE.

§ 5. OF THE FORMATION OF THE OCEANS.

§ 6. OF THE FORMATION OF THE MOUNTAINS.

§ 7. OF THE FORMATION OF THE RIVERS.

§ 8. OF THE FORMATION OF THE CLIMATE.

§ 9. OF THE FORMATION OF THE VEGETATION.

§ 10. OF THE FORMATION OF THE ANIMALS.

§ 11. OF THE FORMATION OF THE HUMAN RACE.

§ 12. OF THE FORMATION OF THE CIVILIZATION.

§ 13. OF THE FORMATION OF THE RELIGION.

§ 14. OF THE FORMATION OF THE PHILOSOPHY.

§ 15. OF THE FORMATION OF THE ARTS.

§ 16. OF THE FORMATION OF THE LITERATURE.

§ 17. OF THE FORMATION OF THE SCIENCE.

§ 18. OF THE FORMATION OF THE HISTORY.

§ 19. OF THE FORMATION OF THE GEOGRAPHY.

§ 20. OF THE FORMATION OF THE ASTRONOMY.

§ 21. OF THE FORMATION OF THE MEDICINE.

§ 22. OF THE FORMATION OF THE LAW.

§ 23. OF THE FORMATION OF THE POLITICS.

§ 24. OF THE FORMATION OF THE ECONOMY.

§ 25. OF THE FORMATION OF THE ETHICS.

Community Benefits Memorandum to terminate and to be of no further force and effect.

5.2 Capitalized Terms. The capitalized terms used herein without definition shall have the meanings ascribed in Article 2 or Article 26A or Article 26B of the Boston Zoning Code, unless otherwise provided.

5.3 Compliance with the Plan. The Authority hereby acknowledges approval of the Plan as voted by the Authority on _____ as to the development concept, permitted uses and density but not as to a specific development program for each Phase (other than Phase One), that is, not as to building locations, mass, height, other characteristics of individual buildings or uses, or the allocation of space to particular uses (other than Phase One). The Authority also acknowledges that, prior to approving the Plan and the Development Plan for Phase 1 and pursuant to Sections 3-1A.a and 26A-3.1 of the Boston Zoning Code, the Authority found that the Plan and the Development Plan for Phase 1 conform to the general plan for the City as a whole and that nothing in the Plan and the Development Plan for Phase 1 will be injurious to the neighborhood or otherwise detrimental to the public welfare. The Applicant hereby agrees to proceed with Phase 1 in accordance with the Development Plan subject to further design and other development review and other provisions of the approved Development Plan.

5.4 Knowledge of Laws. Applicant shall keep itself fully informed of all votes of the Authority, City ordinances, executive orders, and regulations, and state and federal law which in any manner affect the provisions of this Agreement. Applicant shall at all times observe and comply with said votes, ordinances, executive orders, regulations or laws, and the owner or owners of each Phase shall protect and indemnify the City and the Authority, its officers, agents and employees against any claim or liability arising from or based upon the violations of such ordinances, executive orders, regulations or laws affecting such Phase only, caused by any negligent act or omission of the owner or owners of such Phase, its agents or employees.

5.5 Notice. All notices under this Agreement must be in writing and mailed to the parties at the following addresses:

Authority: Boston Redevelopment Authority
Director's Office
One City Hall Plaza
Boston, MA 02201

With copies to: Boston Redevelopment Authority
Chief General Counsel
One City Hall Plaza
Boston, MA 02201

Applicant: Metropolitan/Columbia Plaza Venture
200 State Street
Boston, MA 02109
Attn: Mr. Robert L. Green

With copies to: Hale and Dorr
60 State Street
Boston, MA 02109
Attn: John D. Hamilton, Jr., P.C.

5.6 Certification of Compliance. The Authority hereby agrees to assist the Applicant in obtaining from the Collector-Treasurer, upon satisfaction by the Applicant of its obligations under the Linkage Payment and Jobs Payment for each Phase, within 10 business days after request by the Applicant, a certification in recordable form, that (i) said Linkage Payment or Jobs Payment, or both, as the case may be for such Phase, has been satisfied by the Applicant and that the Applicant has no further liability for such Linkage Payment or Jobs Payment for such Phase or (ii) said Jobs Payment has been paid to date.

5.7 Satisfaction of Development Impact Project Requirements. The Authority hereby acknowledges that, by executing this Agreement, the Applicant has satisfied the requirements of Section 26A-3(2) of Article 26A and Section 26B-3(1) of Article 26B of the Boston Zoning Code insofar as satisfaction of the requirements of those Sections are a precondition to the granting, allowing, or adopting of a variance, conditional use permit, exception, or zoning map or text amendment with respect to the Applicant's development of all of the Phases of the Site.

5.8 Titles. The captions of this Agreement, its articles and sections throughout this document are intended solely to facilitate reading and referencing its provisions. Such captions shall not affect the meaning or interpretation of this Agreement.

5.9 Conflict. The extent that this Agreement contains terms that conflict with the terms contained in the Conveyance and

THE UNIVERSITY OF CHICAGO

DEPARTMENT OF CHEMISTRY

PHYSICAL CHEMISTRY

LECTURE NOTES

BY

PROFESSOR

JOHN

DOUGLAS

1950

Construction Agreement, the terms of the Conveyance and Construction Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

Approved as to form

BOSTON REDEVELOPMENT AUTHORITY

Robert F. McNeil
Chief General Counsel
Boston Redevelopment Authority

By: _____
Stephen Coyle, Director

RUGGLES CENTER JOINT VENTURE,
a Massachusetts general partnership

By: METROPOLITAN STRUCTURES, an
Illinois general partnership

By: _____

COLUMBIA PLAZA ASSOCIATES, a
Massachusetts general
partnership

By: _____

METROPOLITAN/COLUMBIA PLAZA
VENTURE, a Massachusetts
general partnership

By: _____

COOPERATION AGREEMENT
FOR
PLANNED DEVELOPMENT AREA NO. 34
RUGGLES CENTER

AGREEMENT made as of the _____ day of _____, 1989 by and between the BOSTON REDEVELOPMENT AUTHORITY, a body politic and corporate created pursuant to Chapter 652 of the Acts of 1960, as amended, acting in its capacity as the planning board for the City of Boston (the "Authority") and RUGGLES CENTER JOINT VENTURE, a Massachusetts general partnership consisting of Metropolitan Structures, an Illinois general partnership, Columbia Plaza Associates, a Massachusetts general partnership, and Metropolitan/Columbia Plaza Venture, a Massachusetts general partnership, its successors and assigns (the "Applicant").

WHEREAS, Metropolitan/Columbia Plaza Venture, a Massachusetts general partnership, has been tentatively designated by the Authority to undertake the development of a certain parcel of land designated as Southwest Corridor Parcel 18 ("Parcel 18") in Roxbury and a certain parcel of land designated as Kingston/Bedford/Essex ("KBE parcel") in downtown Boston under the Parcel-to-Parcel Linkage Project 1, a program being pursued by the City and the State;

WHEREAS, MCPV has formed the Applicant and Kingston Bedford Joint Venture ("KBJV") for the purposes of developing Parcel 18

and the KBE parcel, respectively, in the Parcel-to-Parcel Linkage Project 1;

WHEREAS, the Applicant has submitted to the Authority an application for a Planned Development Area Master Plan and Development Impact Project Plan for Parcel 18 being bounded by Tremont Street, Ruggles Street, Melnea Cass Boulevard and land owned by the Massachusetts Bay Transportation Authority (the "Site"), as more particularly described in Exhibit A attached hereto;

WHEREAS, the Applicant proposes to construct on the Site a mixed-use development, including the construction of up to five multi-story buildings (the "Project") including one or more of the uses set forth in the Master Plan (as hereinafter defined);

WHEREAS, the Applicant is currently negotiating a Conveyance and Construction Agreement with the Authority and the Massachusetts Bay Transportation Authority for acquisition by the Applicant of those portions of the Site required for development of the Project (the "Conveyance and Construction Agreement");

WHEREAS, the Applicant proposes to develop the Site in one or more phases (each such phase being referred to herein as "Phase") and has submitted to the Authority for its approval the Development Plan for the first phase of the Site ("Phase 1");

WHEREAS, the Authority has approved the Master Plan and Development Impact Project Plan (the "Master Plan") for Planned

Development Area No. 34 (the "PDA") and the Development Plan for Planned Development Area No. 34 (the "Development Plan") for Phase 1 of the Project approved by votes of the Authority on _____ (the "Vote"), after a public hearing at its meeting held on _____, notice of which was published in _____ on _____, a certified copy of which Vote is attached hereto as Exhibit B.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The Authority will petition the Zoning Commission of the City of Boston on behalf of the Applicant to designate the Site as a Planned Development Area.

2. The Applicant will, subject to Paragraph 25 of this Agreement, proceed with planning and design for the Site in a manner consistent with the development concept, land uses and density contemplated in the Master Plan and proceed with the development of Phase 1 in a manner consistent with the Development Plan for Phase 1, subject to the Environmental Reviews set forth in Paragraph 4 and the Development Review Procedures set forth in Paragraph 7. Copies of the Master Plan and the Development Plan for Phase 1 are attached hereto as Exhibits C and D, respectively.

3. It is anticipated that the Applicant, acting pursuant to Section 3-1A of the Boston Zoning Code (the "Code"), will submit to the Authority for the Authority's approval one or more

additional development plans for the Site (the "Development Plans"). The Authority acknowledges that it has completed its review only in connection with the Master Plan and the Development Plan for Phase 1 and that one or more additional Development Plans for subsequent Phases will be submitted for Authority review and approval.

4. The Applicant and the Authority hereby agree that the Authority has submitted the draft Environmental Impact Report for the Site and further agree that the Applicant will be responsible for the submission of the final Environmental Impact Report for the Site. In connection with the development of each Phase, the Applicant will conduct any additional environmental reviews related to each Phase reasonably requested by the Authority ("Environmental Reviews") in accordance with the Authority's "Development Review Procedures" dated 1985, revised 1986 which is attached hereto as Exhibit E ("Development Review Procedures"). The Authority may require the Applicant to take all practical measures, including, without limitation, all reasonable economical measures consistent with the scope of the proposed development of the Project as presently conceived to mitigate potential damage to the environment identified in the final Environmental Impact Report.

5. The Applicant shall submit a Traffic Maintenance Plan ("TMP") for the Project to the Commissioner of Transportation of

the City of Boston prior to issuance of a building permit for Phase 1. The TMP will identify construction, traffic, and parking impacts and specify mitigating measures to be implemented during the construction of the Project that are reasonably satisfactory to the Commissioner of Transportation.

6. The Applicant shall submit a Transportation Access Plan ("TAP") for the Project to the Commissioner of Transportation. The TAP will identify traffic and parking impacts of the Project and specify mitigating measures that are reasonably satisfactory to the Commissioner of Transportation.

7. The Applicant and the Authority hereby agree that the development review process required by the Development Plans to be observed by the parties ("Development Review Process") shall be as set forth in the Development Review Procedures, including reviews of the Development Concept, Schematic Review, Design Development and Contract Documents. The Applicant and the Authority hereby further agree that, as mutually agreed upon by the parties, the Development Review Process may be undertaken separately for each of the Phases to be constructed on the Site. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Development Review Procedures.

8. The Applicant has contracted with Stull & Lee, Inc. to provide design assistance and master planning for the Master Plan and related documentation. It is currently contemplated that

Stull & Lee, Inc. shall also provide drawings and specifications for Phase 1 in accordance with the Development Plan.

9. The Authority hereby approves the Applicant's submission of the Conceptual Plans for the Project, which Plans are attached as Exhibit D to the Master Plan.

10. Throughout the Development Review Process discussed in Paragraph 7 above, it shall be the Applicant's responsibility to notify the Authority of proposed material changes to public lobbies visible from the exterior of buildings, open spaces and landscaping and exterior features of buildings from previously approved submissions (other than refinements of details generally consistent with such previously approved submissions), and to obtain approval from the Authority prior to incorporating them into the drawings and specifications. The Authority shall perform its functions under this provision promptly and with all reasonable dispatch and shall approve or disapprove such a change in accordance with the provisions of this Agreement and the provisions of the Conveyance and Construction Agreement.

11. In connection with the development of each Phase, the Applicant will submit to the Authority the submissions required by the Development Review Process. Except as otherwise provided herein, the Authority will review and act upon the submissions required by the Development Review Process in the manner set forth in this Paragraph 11. If the Authority finds any such

submission(s) inconsistent with the previous submissions, it shall notify the Applicant of the respects in which the same is deemed to be inconsistent. If the Authority finds the submission(s) consistent, it shall so notify the Applicant and indicate the same thereon. The Authority shall perform its functions under this provision promptly and with all reasonable dispatch and shall approve said submission or notify the Applicant in writing of disapproval, specifying the respects in which the submission for the particular Phase does not conform with the Master Plan in accordance with the provisions of this Agreement and the provisions of the Conveyance and Construction Agreement. In the event of a disapproval, the Applicant shall, within a reasonable period after the Applicant receives the written notice of such disapproval, resubmit said submission altered so as to conform to the Master Plan and to the specifications of the Authority. The resubmission shall be subject to review and approval of the Authority in accordance with the procedures hereinabove provided for an original submission and the provisions of the Conveyance and Construction Agreement, until the submission for the particular Phase shall be approved by the Authority.

The Authority may waive such of its procedures and requirements as it deems appropriate. The Development Review Process may incorporate and allow changes, from time to time, from the approved Schematic Design (and subsequent elaborations

thereof) in order to preserve the essential rights and obligations of the parties to the extent reasonably necessitated by changes of conditions applicable to the particular Phase including, without limitation, changes in financing, leasing or construction markets, or inability to obtain or conditions imposed in connection with any governmental approvals, permits, licenses, variances, exceptions or legal requirements, and the like.

12. Once Contract Documents for a Phase have been approved, the only further submissions to be made by the Applicant to the Authority for review and approval with respect to such Phase hereunder will be contract addenda and requests for change orders (that is, change orders having a cost of construction greater than \$100,000) ("Change Orders") in the construction of those items subject to the Development Review Process which differ from or were not fully described in the Contract Documents. The Authority shall perform its function under this provision promptly and with all reasonable dispatch, and shall approve or disapprove Change Orders in accordance with the provisions of this Agreement and the provisions of the Conveyance and Construction Agreement.

13. A separate Development Review Process shall be undertaken for each Phase conforming to the process described in Paragraphs 7 through 12 hereof. A violation of the Development Review Process with respect to a particular Phase shall not be

considered a violation of the Development Review Process with respect to any other Phase.

The Authority will, once Development Plans for a particular Phase or Phases have been approved, informally advise the Applicant concerning, and will actively cooperate with and publicly support, the Applicant's efforts to obtain from the appropriate municipal, state and federal bodies and agencies all such permits, licenses and approvals, and exceptions, variances and other departures from the normal application of the applicable zoning and building codes and other ordinances and statutes, which may be necessary or convenient in order to carry out the development of the Site in the most expeditious and reasonable manner.

14. The Authority acknowledges that the Applicant will rely on the Authority's approval of the development concept, land uses and density contemplated in the Master Plan and the Development Plan for Phase 1 during the preparation and submission of additional Development Plans, and in connection with other planning, design, financing and construction of the Project. The Authority also acknowledges that the Applicant will expend considerable time, effort and financial resources to produce one or more additional Development Plans for subsequent Phases and to construct the infrastructure required in connection with the Project. Since Section 3-1A of the Code provides that no work can

proceed on a project on the basis of an approved master plan unless and until a subsequent development plan for the proposed work has been approved by the Authority and the Zoning Commission, the Authority acknowledges that if the Development Plans are consistent with the development concept, land uses and density contemplated in the Master Plan, then the Authority will, subject to the Applicant's cooperation with the Authority in the Development Review Process and Environmental Review, expeditiously process the additional Development Plans for subsequent Phases submitted by the Applicant and publicly support the approved Development Plans.

15. The Applicant anticipates commencing construction of Phase 1 in October of 1989, with completion of the high-rise component of the Office Building (as defined in the Development Plan) and 250 parking spaces of the Garage (as defined in the Development Plan) anticipated by June 1991. It is estimated that the subsequent buildings in the Site will be constructed by December 1996. After construction has commenced on the Site, and provided that work within the PDA has commenced and is diligently proceeding, the Authority will, within 30 days of a request by the Applicant, file with the Building Commissioner of the City of Boston a certificate pursuant to Section 6A-1 of the Code indicating that work within the PDA has commenced and is diligently proceeding.

16. Any building(s) contemplated by the Development Plan for Phase 1 or by any additional Development Plans for subsequent Phases shall be deemed completed when the Applicant has substantially completed construction of the exterior of the building, the public lobbies, entrances, and open spaces, all in substantial accordance with approved Construction Documents and the same are substantially ready for occupancy, except for (i) items of work and adjustment of equipment and fixtures which can be completed after occupancy has occurred, e.g. so-called punchlist items, (ii) landscaping and other similar work which cannot then be completed because of climatic conditions and (iii) with respect to office, retail and other tenant space, items of work normally left for completion pursuant to the requirements of specific occupancy agreements and interior work to be performed to tenants' specifications. Upon completion of any building, the Authority shall issue to the Applicant a Certificate of Completion, which shall be in recordable form and shall be conclusive evidence that said building has been completed in accordance with the approved Development Plan. The Authority shall issue a Certificate of Completion to Applicant and to any mortgagees of such building or Phase within the time and in the manner specified in the Conveyance and Construction Agreement. The Certificate of Completion shall be in suitable form for recording in the Registry of Deeds for Suffolk County,

Commonwealth of Massachusetts. If the Authority shall refuse or fail to issue any such Certificate in accordance with the provisions of this Paragraph 16, the Authority shall, within the time and in the manner specified in the Conveyance and Construction Agreement, provide the Applicant with a written statement, indicating with specificity in what respect the Applicant has failed to complete the building or other improvements in accordance with the approved Development Plan or is otherwise in default on its obligations to the Authority and what measures or actions will be necessary, in the opinion of the Authority, for the Applicant to take or perform in order to obtain such a Certificate of Completion; upon compliance by the Applicant with the requirements of such statement, the Authority shall issue such Certificate of Completion.

With respect to the Development Plan for Phase 1 and the Development Plans for subsequent Phases of the Site, upon the completion of all buildings in accordance with the foregoing and other improvements comprising Applicant's Development Plan for a particular Phase in accordance with the foregoing, the Authority shall, within the time and in the manner specified in the Conveyance and Construction Agreement, issue to the Applicant and to any mortgagees of such buildings or Phase a Certificate of Completion in recordable form, which shall be conclusive evidence that the Phase has been completed in accordance with the approved

Development Plan, all obligations to the Authority hereby and thereunder having been fulfilled.

17. The Applicant will contribute the amounts described in subparagraph (a) below (the "Funds") (1) to the Community Development Trust (the "Trust"), a Massachusetts charitable trust to be established by the Authority with the input of the Chinatown/South Cove Neighborhood Council and the Parcel 18+ Development Task Force for the purpose of administering a Community Development Fund consisting of the Funds (the "Community Development Fund"), or (2) to the Authority as escrow agent pending formation of the Trust, if the Trust has not been established when any of the Funds become payable. In the event any of the Funds are paid to the Authority in accordance with the foregoing, the Authority shall (x) hold the Funds in escrow in a money-market interest-bearing account for the benefit of the Trust and (y) pay the Funds, together with all interest thereon, to the Trust promptly after formation of the Trust.

(a) With respect to each Phase of the Project, the Applicant shall make the following payments:

- (i) Ten percent (10%) of the developer's fee to be paid on the earlier of (w) twenty-four (24) months after the issuance of a Certificate of Occupancy for the entire shell of the Phase (the "Phase Certificate of Occupancy"); (x) the achievement of ninety percent (90%) occupancy of the Phase; (y) the date of closing on the Permanent Refinancing of the original loan or loans for acquisition and development of the Phase; or (z) the date of

closing on the sale of the Phase ("Phase Sale"), as such sale is defined in the Conveyance and Construction Agreement or other agreement by the Authority and the Applicant (and other appropriate parties, if any) for the acquisition of Parcel 18 (the "Parcel 18 Sale and Construction Agreement").

- (ii) Five percent (5%) of the Net Operating Income of the Phase received by the Applicant to be paid no later than June 1 of each year with respect to the previous calendar year, where Net Operating Income is equal to gross income from all sources for such year ("Gross Income") minus all operating expenses for such year including, but not limited to, costs, fees and expenses for real estate taxes, utilities, administrative and professional services, maintenance, operations, management, marketing, insurance and reserves ("Operating Expenses"); provided, however, that the amount payable shall never exceed Net Operating Income minus the sum of (x) debt service payable with respect to the Phase for such year ("Debt Service"), (y) a return on the equity invested in the Phase by the Applicant, as such equity is reduced or augmented from time to time, at an interest rate of five percent (5%) per annum above the interest rate of the Applicant's financing for the Phase ("Return"), and (z) the equity contributed directly or indirectly to the Phase by the Applicant, as such equity is reduced or augmented from time to time ("Equity"). For all purposes under this Paragraph 17, to the extent that the Applicant does not realize its Return at any given time, such Return shall accrue and be added to Equity; the Applicant shall also receive its Return prior to the reduction of Equity. The foregoing is illustrated by the following:

Net Operating Income = Gross Income - Operating Expenses

Amount to be Paid = 5% x Net Operating Income
 but no more than

Net Operating Income - (Debt Service + Return + Equity)

- (iii) Ten percent (10%) of the Net Refinancing Proceeds from the Phase to be paid on the date of closing on any Permanent Refinancing of all outstanding debt borrowed in connection with acquisition and development of the Phase, where Net Refinancing

Proceeds is equal to all cash proceeds received by the Applicant from such refinancing ("Refinancing Proceeds") minus the sum of (w) all outstanding debt on the Phase ("Debt"), (x) all costs, fees and expenses of the refinancing transaction including, but not limited to, costs, fees and expenses for brokerage, appraisal, legal, engineering, and professional services, prepayment penalties on existing debt, loan origination, recording and bank applications ("Refinancing Costs"), (y) Return and (z) Equity. The foregoing is illustrated by the following:

$$\text{Net Refinancing Proceeds} = \text{Refinancing Proceeds} - (\text{Debt} + \text{Refinancing Costs} + \text{Return} + \text{Equity})$$

Amount to be Paid = 10% x Net Refinancing Proceeds

- (iv) Ten percent (10%) of the Net Resale Proceeds from the Phase to be paid on the date of the applicable Phase Sale where Net Resale Proceeds is equal to all cash proceeds received by the Applicant from such sale ("Resale Proceeds") minus the sum of (v) Debt, (w) debt service payable with respect to the Phase for the calendar year during which such sale occurs ("Current Debt Service"), (x) all costs, fees and expenses of the resale transaction including, but not limited to, costs, fees and expenses for brokerage, appraisal, legal, engineering, and professional services and deed stamps ("Resale Costs"), (y) Return and (z) Equity. The foregoing is illustrated by the following formula:

$$\text{Net Resale Proceeds} = \text{Resale Proceeds} - (\text{Debt} + \text{Current Debt Service} + \text{Resale Costs} + \text{Return} + \text{Equity})$$

Amount to be Paid = 10% x Net Resale Proceeds

- (v) All sums payable under subparagraphs (a)(ii) (iii) and (iv) shall be payable until the earlier of (x) twenty-five (25) years after the issuance of the applicable Phase Certificate of Occupancy or (y) the date of closing on the applicable Phase Sale, and thereafter no further sums shall be due or payable hereunder as to such Phase. Notwithstanding the foregoing, if the office building (the "MWRA Building") included in Phase 1

of the Project ("Phase 1") is purchased by the Massachusetts Water Resources Authority (the "MWRA") in the first three (3) years of the term of the MWRA's lease of the MWRA Building, the lump sum of one million four hundred and twenty thousand dollars (\$1,420,000), minus all sums previously paid with respect to the MWRA Building pursuant to subparagraph (a)(ii), (iii) and (iv) above, shall be paid by the Developer in lieu of any and all payments which would otherwise be owing thereafter with respect to the MWRA Building pursuant to subparagraph (a)(ii), (iii) and (iv) above (but not in lieu of the payment owing pursuant to subparagraph (a)(i) above).

- (b) For purposes of this Paragraph 17, "Permanent Refinancing" shall refer only to a permanent refinancing of the total debt required in connection with the acquisition and full development of a Phase of the Project. In illustration of the foregoing, neither a refinancing of a land acquisition loan to raise construction financing, nor a refinancing of an acquisition/construction loan or construction loan to raise additional working capital required in connection with the development of a Phase shall be considered a Permanent Refinancing.

18. The Applicant will use good faith efforts to utilize a total of thirty (30%) percent minority business enterprises ("MBE") and women business enterprises ("WBE") for all contracts related to the development of the Project. Such contracts shall relate to the provision of services in connection with the

development of the Project, such as, but not limited to, architectural, engineering, legal and public relations services.

19. The Applicant and KBJV will jointly hire a staff person who will coordinate community benefits and will have as one of his or her major responsibilities, the outreach and liaison work required to attract MBEs and WBEs during the preconstruction phase and all other development phases of each project. The Applicant and KBJV will each spend time within the Roxbury and Chinatown communities encouraging and recruiting MBEs and WBEs to participate in the projects. In addition, the Applicant and KBJV will each provide appropriate assistance to MBEs and WBEs, such as the provision of information and referrals requested by MBEs and WBEs.

The Applicant and KBJV will each make good faith efforts to encourage participation of MBEs and WBEs during the preconstruction phase and all other development phases of each project and will each use good faith efforts to cause the general contractor for their respective projects or phases thereof, to the best of the respective contractor's ability, to provide maximum opportunity to minority and women subcontractors by employing a diversity of strategies and initiatives such as:

(a) providing written notice to a reasonable number of MBE and WBE subcontractors of all major areas of work on each project or phases thereof to be subcontracted;



(b) advertising in minority targeted media, such as newspapers and publications, the availability of subcontracting opportunities;

(c) holding pre-bid meetings to apprise minority and women subcontractors of available work opportunities with respect to each project or phases thereof.

20. The Applicant has set as a minimum goal the leasing of at least thirty (30%) percent of the total leasable square footage of all retail space in the Project to MBEs and will use best efforts to market such retail space to MBEs. In order to reach this goal, the Applicant intends to work with local retail merchants and established merchant associations within geographic proximity to its Project to ensure that the local merchants are aware of retail space opportunities in, and have the first opportunity to locate to the Project. The Applicant will attempt through advertising and community meetings to encourage many existing and/or developing retail businesses to apply for occupancy at the Project. In addition, the Applicant may provide financial assistance to MBE retail merchants for space planning and build-out of the retail space in the Project, the amount of such financial assistance to any such merchant to be amortized over the term of the lease with the merchant and repaid as additional rent. "Best efforts" shall mean reliance on traditional methods of leasing and, whenever those traditional

methods prove insufficient to afford a meaningful opportunity to minority business enterprises to lease space at the Project, the Applicant shall take other affirmative measures to sufficiently afford such an opportunity at its Project. Best efforts shall not require that the Applicant lease space to minority business enterprises under any terms and conditions that are in any respect inconsistent with terms and conditions generally applicable to other lessees at its Project.

21. The Applicant will work with the Advisory Panel (as hereinafter defined) to develop a business incubator program in one Phase of the Project to be designated by the Applicant. The goal of the business incubator program is to provide opportunities at relatively low costs for existing or start-up businesses to explore new ideas and business operations. The Applicant will provide financial assistance to the business incubator for space planning and build-out of the business incubator operations, the amount of such financial assistance to the business incubator to be amortized over the term of the lease with the business incubator and repaid as additional rent. The Applicant will make a good faith effort with the assistance of the Advisory Panel to identify qualified business operators acceptable to the Applicant in its sole discretion. The parties hereto recognize, however, that the business incubator program will not succeed and the Applicant will not have an obligation hereunder unless the

Advisory Panel is able to secure a subsidy from private or public sources for such program.

22. The Applicant will provide either on-site or off-site employment centers, such as kiosks or the posting of bulletin boards, prior to and during the construction of the Project so as to inform the public of available employment opportunities at its Project. After construction of the Project, it is anticipated that notice of available job opportunities will be posted at a job posting center to be located on-site consistent with the Boston for Boston Employment Program Policy.

23. The Applicant will provide, on-site or off-site, child care facilities in Roxbury for a total of 100 children. The Applicant will work with the City and local communities to design appropriate child care programs. If the MWRA Building is leased or purchased by the MWRA, the 100 child care slots to be provided by the Applicant will be in addition to child care services, if any, provided to the MWRA. In addition, if any tenant at the Project provides its own child care services on-site, such child care services shall not be included in the 100 child care slots to be provided by the Applicant. The Applicant will work with the Authority and the Roxbury community on a child care plan to be agreed upon and executed by the Applicant and the Authority, which plan shall set forth in more detail the location of the proposed child care facilities, the proposed child care program and program

design, the proposed child care population to be served by the child care facilities and the proposed delivery date of such child care facilities (the "Child Care Plan"). The obligations of the Applicant hereunder shall be satisfied so long as the Applicant makes available, or causes to be made available, the facilities for which it is responsible hereunder, such facilities to include the finish, furnishings and equipment required for the operation of such child care facilities. The Applicant shall not be responsible for the operation or staffing of such child care facilities.

Notwithstanding the foregoing, if the Applicant has not made provisions for the child care facilities for which it is responsible hereunder prior to the issuance of a Certificate of Occupancy for the entire shell of the building to be located on the KBE parcel, the Applicant shall place \$1,250,000 in escrow with the Authority. For purposes hereof, the Applicant shall be deemed to have made provisions for the child care facilities for which it is responsible hereunder, if it has (i) commenced construction of such facilities, (ii) entered into an agreement for the purchase, lease or development of such facilities, or (iii) entered into an agreement for the operation of such facilities at an identified location. In the event any funds are paid to the Authority in accordance with the foregoing, the Authority will (x) hold the funds in escrow in a money-market

interest-bearing account for the benefit of the Applicant and (y) pay the funds, together with all interest thereon, promptly upon the Applicant making provisions for such child care facilities in accordance with the foregoing.

It is intended that the fulfillment of the obligations of the Applicant under this Paragraph 23 shall fully satisfy all obligations relating to child care or day care facilities imposed by the applicable provisions of the Boston Zoning Code with respect to the Applicant. The Applicant's obligation under this Paragraph 23 shall terminate upon execution by the Applicant of the Child Care Plan.

24. The Applicant will participate in an advisory panel (the "Advisory Panel") to consist of representatives of the Applicant, KBJV, the Authority, the Parcel 18+ Development Task Force, the Chinatown/South Cove Neighborhood Council, appropriate city and state agencies and the Massachusetts Bay Transportation Authority for the purpose of implementing the community benefits set forth in Paragraphs 17 through 23 hereof.

25. If, in the future, the Applicant shall, in its reasonable judgment, determine that it has become infeasible to proceed with the whole or portion of the approved Master Plan, the whole or portion of the approved Development Plan for Phase 1 or the whole or portion of any subsequently approved Development Plans for subsequent Phases, then in such case and after substantiation

by the Applicant deemed reasonably adequate by the Authority of the reasons for not being able to proceed, the Authority shall cooperate with the Applicant to modify, alter, or amend its previous approval of the Master Plan and/or the Development Plans and this Agreement in order to allow the Applicant the opportunity to reasonably develop the land that it owns or leases. If the parties acting in good faith cannot agree as to an appropriate modification, alteration, or amendment to the Master Plan, the Development Plan for Phase 1 or any other approved Development Plans, then the Authority agrees upon the Applicant's request to (i) revoke the PDA Designation for the Site if no portion of the Site has been developed in accordance with the Master Plan or applicable Development Plan or (ii) release from the Master Plan or applicable Development Plan those portions of the Site not developed in accordance with the Master Plan or applicable Development Plan if a portion (but not all) of the Site has been developed in accordance with the Master Plan or applicable Development Plan. Upon revocation of the PDA Designation for the Site, all obligations of the parties hereto shall terminate and be of no further force and effect.

26. The Authority acknowledges that, prior to approving the Master Plan and the Development Plan for Phase 1 and pursuant to Sections 3-1A.a and 26A-3.1 of the Code, the Authority found that both the Master Plan and the Development Plan for Phase 1 conform

to the general plan for the City as a whole and that nothing in either the Master Plan or Development Plan for Phase 1 will be injurious to the neighborhood or otherwise detrimental to the public welfare.

27. This Agreement shall be binding upon and enforceable against the successors and assigns of the parties hereto, it being understood and agreed that the Applicant shall have a right to transfer or assign to another party or parties its rights and interests under this Agreement and in all or a portion of the Site and any Phase thereof, subject to such limitations as may be contained in other agreements between the Applicant and the Authority including, without limitation, the Conveyance and Construction Agreement.

28. Each and every covenant contained in this Agreement is and shall be construed to be a separate and independent covenant and shall, as relevant, apply separately to each Phase, and a default with respect to a particular Phase under any section or provision of this Agreement shall not constitute a default with respect to any other Phase.

29. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is invalid or

unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

30. The liability of the Applicant or its successors or assigns (including, without limitation, mortgagees) (the "Phase Developer") arising under this Agreement with respect to each Phase shall be limited solely to the assets and property of the Phase Developer with respect to such Phase, subject to the provisions of the Conveyance and Construction Agreement.

31. Whenever the consent or approval of the Authority is required hereunder, under the Development Review Procedures, or otherwise, such consent or approval shall not be unreasonably withheld or delayed, or wherever there is a requirement that any thing, act or circumstance shall be satisfactory to the Authority or shall be done and performed to the Authority's satisfaction or any other requirement of similar import, the Authority covenants not to be unreasonable with respect thereto.

32. To the extent that this Agreement contains terms that conflict with the terms contained in the Conveyance and Construction Agreement, the Conveyance and Construction Agreement shall govern.

33. The obligations of the Applicant for each Phase hereunder shall terminate upon the Covenant Expiration Date for

each Phase as defined in the Conveyance and Construction Agreement.

In witness whereof the parties hereto have caused this instrument to be executed in their behalf by their respective officers and joint ventures thereunto duly authorized as of the day and year first above set forth.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

By: _____

RUGGLES CENTER JOINT VENTURE,
a Massachusetts general partnership

By: METROPOLITAN STRUCTURES, an
Illinois general partnership

By: _____

COLUMBIA PLAZA ASSOCIATES, a
Massachusetts general
partnership

By: _____

METROPOLITAN/COLUMBIA PLAZA
VENTURE, a Massachusetts
general partnership

By: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made as of this _____ day of _____, 1989 by and among the BOSTON REDEVELOPMENT AUTHORITY (the "Authority"), the CHINATOWN/SOUTH COVE NEIGHBORHOOD COUNCIL (the "Neighborhood Council"), the PARCEL 18+ DEVELOPMENT TASK FORCE (the "Task Force"), KINGSTON BEDFORD JOINT VENTURE, a Massachusetts general partnership ("KBJV") and RUGGLES CENTER JOINT VENTURE, a Massachusetts general partnership ("RCJV").

W I T N E S S E T H:

WHEREAS, Metropolitan/Columbia Plaza Venture, a Massachusetts general partnership ("MCPV"), has been tentatively designated by the Authority to undertake the development of a certain parcel of land designated as Parcel 18 in Roxbury ("Parcel 18") and a certain parcel of land designated as Kingston/Bedford/Essex in downtown Boston (the "KBE Parcel") under the Parcel-to-Parcel Linkage Project 1 (the "Parcel-to-Parcel Linkage Project 1"), a program being pursued by the City and the State;

WHEREAS, MCPV has formed RCJV and KBJV for the purposes of developing Parcel 18 and the KBE Parcel, respectively, in the Parcel-to-Parcel Linkage Project 1;

WHEREAS, RCJV proposes to construct a mixed-use development on Parcel 18 ("Ruggles Center") and KBJV proposes to construct a mixed-use development on the KBE Parcel ("One Lincoln Street") (collectively, the "Projects");

WHEREAS, the Authority, the Neighborhood Council and the Task Force have a mutual and continuing interest in the orderly development of Parcel 18 and the KBE Parcel;

WHEREAS, the Parcel-to-Parcel Linkage Project 1 is designed to produce community benefits to the Roxbury community adjoining Parcel 18 and the Chinatown community adjoining the KBE Parcel;

WHEREAS, representatives of MCPV, the Authority, the Neighborhood Council, the Task Force, various city and state agencies and the Massachusetts Bay Transportation Authority, have been meeting regularly to work towards the implementation of a community benefits plan; and

WHEREAS, the parties desire to define the specific obligations of KBJV and RCJV in implementing such community benefits plan.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

A. Community Benefits. RCJV and KBJV in keeping with the objectives of the Parcel-to-Parcel Linkage Project 1 and in connection with the development of the Projects shall contribute the following community benefits:

1. Community Development Fund.

KBJV and RCJV will contribute the amounts described in subparagraphs (a) and (b) below (the "Funds") (1) to the Community Development Trust (the "Trust"), a Massachusetts charitable trust to be established by the Authority with the input of the Neighborhood Council and the Task Force for the purpose of administering a Community Development Fund consisting of the Funds (the "Community Development Fund"), or (2) to the Authority as escrow agent pending formation of the Trust, if the Trust has not been established when any of the Funds become payable. In the event any of the Funds are paid to the Authority in accordance with the foregoing, the Authority shall (x) hold the Funds in escrow in a money-market interest-bearing account for the benefit of the Trust and (y) pay the Funds, together with all interest thereon, to the Trust promptly after formation of the Trust. The Funds shall be distributed by the Trust in the following manner: (i) the Funds generated pursuant to subparagraph (a) below with respect to One Lincoln Street shall be distributed one-third (1/3) for the benefit of the Chinatown community, one-third (1/3) for the benefit of the Roxbury community and one-third (1/3) on a competitive basis for the benefit of communities throughout the City; (ii) the Funds generated pursuant to subparagraph (b) below with respect to Ruggles Center shall be distributed one-half (1/2) for the benefit of the Chinatown community and one-half (1/2) for the benefit of the Roxbury community.

(a) With respect to One Lincoln Street, KBJV shall make the following payments:

(i) Ten percent (10%) of the developer's fee to be paid on the earlier of (w) twenty-four (24) months after the issuance of a Certificate of Occupancy for the entire shell of One Lincoln Street (the "KBE Certificate of Occupancy"); (x) the achievement of ninety percent (90%) occupancy of One Lincoln Street; (y) the date of closing on the Permanent Refinancing (as defined in subparagraph (c) below) of the original loan or loans for acquisition and development of One Lincoln Street; or (z) the date of closing on the sale of One Lincoln Street by KBJV ("KBE Sale"), as such sale is defined in the sale and construction agreement or other agreement

by the Authority, the City of Boston and KBJV (and other appropriate parties, if any) for the acquisition of the public portion of the KBE Site (the "KBE Sale and Construction Agreement").

- (ii) \$2,000,000 to be paid no later than the date on which a building permit for the substantial construction of One Lincoln Street is obtained; provided, however, that the issuance of a demolition permit, excavation permit, foundation permit or building permit for demolition, excavation and subsurface or surface site work shall not be considered a permit for substantial construction, but a permit for the good faith commencement of the structure of the underground garage shall constitute a permit for substantial construction (the "KBE Building Permit Date");
 - (iii) \$8,000,000 to be paid in ten (10) equal annual installments of \$800,000 on each of the first ten (10) anniversaries of the KBE Building Permit Date; provided, however, that in the event of a KBE Sale prior to the tenth (10th) anniversary date of the KBE Building Permit Date, KBJV shall pay, in lieu of all remaining payments required under this subparagraph (ii), the then present value based upon a discount rate of eight and one half percent ($8\frac{1}{2}\%$) (the "Present Value") of all payments remaining to be made in accordance with the foregoing, such payment to be made on the date of closing on such sale.
- (b) With respect to each phase of Ruggles Center (each such phase being referred to herein as "Phase"), RCJV shall make the following payments:
- (i) Ten percent (10%) of the developer's fee to be paid on the earlier of (w) twenty-four (24) months after the issuance of a Certificate of Occupancy for the entire shell of the Phase (the "Phase Certificate of Occupancy"); (x) the achievement of ninety percent (90%) occupancy of the Phase; (y) the date of closing on the Permanent Refinancing of the original loan or loans for acquisition and development of the Phase; or (z) the date of closing on the sale of the Phase ("Phase Sale"), as such sale is defined in the sale and construction agreement or other agreement by the Authority and RCJV (and other appropriate parties, if any) for the acquisition of Parcel 18 (the "Parcel 18 Sale and Construction Agreement").

- (ii) Five percent (5%) of the Net Operating Income of the Phase received by RCJV to be paid no later than June 1 of each year with respect to the previous calendar year, where Net Operating Income is equal to gross income from all sources for such year ("Gross Income") minus all operating expenses for such year including, but not limited to, costs, fees and expenses for real estate taxes, utilities, administrative and professional services, maintenance, operations, management, marketing, insurance and reserves ("Operating Expenses"); provided, however, that the amount payable shall never exceed Net Operating Income minus the sum of (x) debt service payable with respect to the Phase for such year ("Debt Service"), (y) a return on the equity invested in the Phase by RCJV, as such equity is reduced or augmented from time to time, at an interest rate of five percent (5%) per annum above the interest rate of RCJV's financing for the Phase ("Return"), and (z) the equity contributed directly or indirectly to the Phase by RCJV, as such equity is reduced or augmented from time to time ("Equity"). For all purposes under this Section A, Paragraph 1, to the extent that RCJV does not realize its Return at any given time, such Return shall accrue and be added to Equity; RCJV shall also receive its Return prior to the reduction of Equity. The foregoing is illustrated by the following:

Net Operating Income = Gross Income - Operating Expenses

Amount to be Paid = 5% x Net Operating Income
but no more than

Net Operating Income - (Debt Service + Return + Equity)

- (iii) Ten percent (10%) of the Net Refinancing Proceeds from the Phase to be paid on the date of closing on any Permanent Refinancing of all outstanding debt borrowed in connection with acquisition and development of the Phase, where Net Refinancing Proceeds is equal to all cash proceeds received by RCJV from such refinancing ("Refinancing Proceeds") minus the sum of (w) all outstanding debt on the Phase ("Debt"), (x) all costs, fees and expenses of the refinancing transaction including, but not limited to, costs, fees and expenses for brokerage, appraisal, legal, engineering, and professional services, prepayment penalties on existing debt,

loan origination, recording and bank applications ("Refinancing Costs"), (y) Return and (z) Equity. The foregoing is illustrated by the following:

Net Refinancing Proceeds =
Refinancing Proceeds - (Debt + Refinancing Costs + Return + Equity)

Amount to be Paid = 10% x Net Refinancing Proceeds

- (iv) Ten percent (10%) of the Net Resale Proceeds from the Phase to be paid on the date of the applicable Phase Sale where Net Resale Proceeds is equal to all cash proceeds received by RCJV from such sale ("Resale Proceeds") minus the sum of (v) Debt, (w) debt service payable with respect to the Phase for the calendar year during which such sale occurs ("Current Debt Service"), (x) all costs, fees and expenses of the resale transaction including, but not limited to, costs, fees and expenses for brokerage, appraisal, legal, engineering, and professional services and deed stamps ("Resale Costs"), (y) Return and (z) Equity. The foregoing is illustrated by the following formula: 1

Net Resale Proceeds = Resale Proceeds -
(Debt + Current Debt Service + Resale Costs + Return + Equity)

Amount to be Paid = 10% x Net Resale Proceeds

- (v) All sums payable under subparagraphs (b)(ii) (iii) and (iv) shall be payable until the earlier of (x) twenty-five (25) years after the issuance of the applicable Phase Certificate of Occupancy or (y) the date of closing on the applicable Phase Sale, and thereafter no further sums shall be due or payable hereunder as to such Phase. Notwithstanding the foregoing, if the office building (the "MWRA Building") included in Phase 1 of Ruggles Center ("Phase 1") is purchased by the Massachusetts Water Resources Authority (the "MWRA") in the first three (3) years of the term of the MWRA's lease of the MWRA Building, the lump sum of one million four hundred and twenty thousand dollars (\$1,420,000), minus all sums previously paid with respect to the MWRA Building pursuant to subparagraph (b)(ii), (iii) and (iv) above, shall be paid by the Developer in lieu of any and all payments which would otherwise be

owing thereafter with respect to the MWRA Building pursuant to subparagraph (b)(ii), (iii) and (iv) above (but not in lieu of the payment owing pursuant to subparagraph (b)(i) above).

- (c) For purposes of this Paragraph 1, "Permanent Refinancing" shall refer only to a permanent refinancing of the total debt required in connection with the acquisition and full development of One Lincoln Street or a Phase, as the case may be. In illustration of the foregoing, neither a refinancing of a land acquisition loan to raise construction financing, nor a refinancing of an acquisition/construction loan or construction loan to raise additional working capital required in connection with the development of the Project shall be considered a Permanent Refinancing.

RCJV's obligations under this Paragraph 1 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 1 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

2. Housing Linkage Payment.

KBJV and RCJV shall each be responsible for a Development Impact Project Contribution ("Linkage Payment") as such term is defined in Section 26A-2(3) of the Boston Zoning Code and in accordance therewith with respect to the development of One Lincoln Street and Ruggles Center, respectively. KBJV and RCJV shall each satisfy its obligations for the Linkage Payment through the election of the Housing Creation Option. It is currently anticipated that the total proceeds from both Projects will be distributed equally to benefit the development of (a) Parcel 22 in Roxbury and (b) Parcels R3 and R3A in the South Cove Urban Renewal Area in Chinatown.

With respect to One Lincoln Street, KBJV shall make its Linkage Payment as a lump sum payment, such payment to be paid up front in the manner provided in the Development Impact Project Agreement to be entered into between KBJV and the Authority (the "KBE DIP Agreement") and discounted to net present value, subject to the following: KBJV shall make an advance payment of its Linkage Payment in the amount of \$1,000,000 ("Advance Payment"), which Advance Payment shall be paid within thirty (30) days after the execution of the KBE Sale and Construction Agreement. The Advance Payment shall be delivered to the Neighborhood Housing Trust or, if directed by the Neighborhood Housing Trust, to the Authority, and shall be distributed as provided in the immediately preceding paragraph of this Paragraph 2. For purposes of determining the balance of the Linkage Payment due from KBJV on the KBE Building Permit Date, (1) the Advance Payment shall be deemed to earn interest from the date on which the Advance Payment

is made to the Neighborhood Housing Trust (or such other appropriate party to whom Linkage Payments are to be made in accordance with applicable requirements) through the KBE Building Permit Date at an interest rate equal to the discount rate used in calculating the net present value of the Linkage Payment due from KBJV on the KBE Building Permit Date, and (2) the Advance Payment, together with all interest deemed to have been earned thereon, shall be credited towards the Linkage Payment due from KBJV.

With respect to each Phase of Ruggles Center, RCJV shall make its Linkage Payment as a lump sum payment, such payment to be paid up front in the manner provided in the Development Impact Project Agreement to be entered into between RCJV and the Authority (the "Parcel 18 DIP Agreement") and discounted to net present value. If the MWRA leases or purchases the MWRA Building, RCJV's Linkage Payment with respect to the MWRA Building shall be based upon each square foot of gross floor area for the uses listed in Table D of Article 26A of the Boston Zoning Code in excess of 25,000 square feet, rather than 100,000 square feet as provided in Article 26A, and RCJV's Linkage Payment with respect to the second phase of Ruggles Center shall be based upon each square foot of gross floor area for such uses in excess of 75,000 square feet. If the MWRA does not lease or purchase the MWRA Building, the full 100,000 square foot exemption shall be taken in connection with Phase 1 as provided in Article 26A. 4

For purposes of this Agreement, "net present value" shall be defined as the value of an amount of money equal to the sum of discounted payments which would have been made by KBJV and RCJV had they elected to satisfy their respective obligations under Article 26A of the Boston Zoning Code through the Housing Payment Option, such discounting to be measured from (x) in the case of One Lincoln Street, the date on which KBJV enters into its Housing Creation Agreement with the Authority and in the case of each Phase of Ruggles Center, the date on which RCJV enters into its Housing Creation Agreement with the Authority through (y) the date on which the final installment of the Housing Payment would have been due had such Payment been made in installments in accordance with Article 26A. Net Present Value shall be determined by applying a composite discount rate to the payments that the Developer would have made under the Housing Payment Option. The discount rate shall be calculated by adding fifty percent of the Developer's verified cost of funds for the construction of its Development Impact Project to fifty percent of the current most recent City of Boston long-term (ten year) municipal bond yield.

RCJV's obligations under this Paragraph 2 shall terminate upon the execution of, and be superseded by, the Parcel 18 DIP Agreement. KBJV's obligations under this Paragraph 2 shall terminate upon the execution of, and be superseded by, the KBE DIP Agreement.

3. Jobs Linkage Payment.

KBJV and RCJV shall each be responsible for a Jobs Contribution Grant (hereinafter "Jobs Payment") as such term is defined in Section 26B-2(3) of Article 26B of the Boston Zoning Code and in accordance therewith with respect to the development of One Lincoln Street and each Phase of Ruggles Center, respectively. The Jobs Payment shall be designated in a manner to ensure that the contributions benefit the Chinatown and Roxbury communities equally. In accordance with Article 26B, the Jobs Payment shall be made in two installments of equal amounts in the manner provided in the KBE DIP Agreement and the Parcel 18 DIP Agreement.

If the MWRA leases or purchases the MWRA Building, RCJV's Jobs Payment with respect to the MWRA Building shall be based upon each square foot of gross floor area for the uses listed in Table E of Article 26B of the Boston Zoning Code in excess of 25,000 square feet, rather than 100,000 square feet as provided in Article 26B, and RCJV's Jobs Payment with respect to the second phase of Ruggles Center shall be based upon each square foot of gross floor area for such uses in excess of 75,000 square feet. If the MWRA does not lease or purchase the MWRA Building, the full 100,000 square foot exemption shall be taken in connection with Phase 1 as provided in Article 26B. 4

RCJV's obligations under this Paragraph 3 shall terminate upon the execution of, and be superseded by, the Parcel 18 DIP Agreement. KBJV's obligations under this Paragraph 3 shall terminate upon the execution of, and be superseded by, the KBE DIP Agreement.

4. Employment Opportunities.

(a) Construction Jobs.

KBJV and RCJV shall each cause the general contractor for their respective Projects or Phase thereof, to the best of the respective contractor's ability, to grant preference in hiring to Boston residents during the construction period. KBJV and RCJV have each agreed to seek to achieve a standard of fifty (50%) percent residents, thirty (30%) percent minorities and ten (10%) percent women on the workforce for both One Lincoln Street and Ruggles Center. In addition, KBJV and RCJV will each work with the Liaison Committee to seek to achieve such hiring standard.

KBJV and RCJV shall each execute and deliver to the Mayor's Office of Jobs and Community Services (the "MOJCS"), no later than the KBE Building Permit Date in the case of KBJV and no later than the Phase Building Permit Date for the first Phase of Ruggles Center in the case of RCJV, a plan, to be known as the Boston Residents Construction Employment Plan, which plan shall set forth in detail plans to ensure that its contractors for One Lincoln

Street or all Phases of Ruggles Center, as the case may be, and those engaged by said contractors for construction of the applicable Project or Phase thereof on a craft-by-craft basis meet the following Boston Residents Construction Employment Standards:

1. At least fifty (50%) percent of the total employee workerhours in each trade shall be by bona fide Boston residents;
2. At least thirty (30%) of the total employee workerhours in each trade shall be by minorities;
3. At least ten (10%) of the total employee workerhours in each trade shall be by women.

Workerhours shall include on-the-job training and apprenticeship positions.

RCJV's obligations under this Paragraph 4(a) shall terminate upon RCJV's execution and delivery to the Authority of, and be superseded by, the Boston Residents Construction Employment Plan. KBJV's obligations under this Paragraph 4(a) shall terminate upon KBJV's execution and delivery to the Authority of, and be superseded by, the Boston Residents Construction Employment Plan.

(b) Permanent Jobs

KBJV and RCJV will each undertake the following with respect to One Lincoln Street and Ruggles Center, respectively:

- (i) pursue as a goal the employment in the workforce at their respective Projects, fifty (50%) percent Boston residents, thirty (30%) percent minorities and fifty (50%) percent women;
- (ii) assign responsibility to a member of the management staff to serve on a liaison committee to consist of representatives of unions, contractors, minority business interest groups, appropriate city and state agencies and the Advisory Panel (as defined in Paragraph 13 hereof), which liaison committee will monitor compliance with the provisions of paragraph 4 of this Memorandum of Understanding;
- (iii) notify the appropriate City agency of employment opportunities at One Lincoln Street or Ruggles Center respective Projects seven (7) business days prior to announcing or advertising the availability of such positions in any communications medium or with any employment or referral agencies;

- (iv) notify tenants of One Lincoln Street or Ruggles Center respective Projects, in writing, of the goals of item (i) above and forward to them a copy of the Boston for Boston Employment Services Guide;
- (v) make good faith efforts to encourage tenants of the Projects to hire Boston residents for new job openings;
- (vi) become a signatory to the Boston Compact;
- (vii) participate in the Private Industry Council's Summer Jobs Program;
- (viii) solicit statistical information from each tenant of their respective Projects concerning the number of new employees and the percentage of Boston residents hired during the previous year; and
- (ix) post notice of available job opportunities at an on-site job posting center as provided in Paragraph 12 below.

KBJV and RCJV shall each also execute and deliver to the MOJCS a First Source Agreement and a Memorandum of Understanding regarding permanent job opportunities. Such Memorandum of Understanding shall set forth an Employment Opportunity Plan which presents a good faith effort to ensure that certain employment opportunities created by the applicable Project will be made available to fifty (50%) percent Boston Residents, thirty (30%) percent minorities and fifty (50%) percent women. KBJV and RCJV shall each use the services of the Boston Job Exchange Employment Referral before embarking on a general recruitment effort to fill entry-level positions within their respective Projects.

RCJV's obligations under this Paragraph 4(b) shall terminate upon RCJV's execution and delivery to the MOJCS of, and be superseded by, a First Source Agreement and a Memorandum of Understanding regarding permanent job opportunities. KBJV's obligations under this Paragraph 4(b) shall terminate upon KBJV's execution and delivery to the MOJCS of, and be superseded by, a First Source Agreement and a Memorandum of Understanding regarding permanent job opportunities.

5. Child Care Facilities.

KBJV will provide, on-site or off-site, child care facilities in Chinatown for a total of 100 children. RCJV will provide, on-site or off-site, child care facilities in Roxbury for a total of 100 children. KBJV and RCJV will each work with the City and local communities to design appropriate child care programs. If the MWRA Building is leased or purchased by the MWRA, the 100

child care slots to be provided by RCJV will be in addition to child care services, if any, provided to the MWRA. In addition, if any tenant at One Lincoln Street or Ruggles Center provides its own child care services on-site, such child care services shall not be included in the 100 child care slots to be provided by KBJV and RCJV. KBJV and RCJV will each work with the Authority and the respective communities on a child care plan to be agreed upon and executed by KBJV, RCJV and the Authority, which plan shall set forth in more detail the location of the proposed child care facilities, the proposed child care program and program design, the proposed child care population to be served by the child care facilities and the proposed delivery date of such child care facilities (the "Child Care Plan"). The obligations of KBJV and RCJV hereunder shall be satisfied so long as KBJV or RCJV, as the case may be, makes available, or causes to be made available, the facilities for which it is responsible hereunder, such facilities to include the finish, furnishings and equipment required for the operation of such child care facilities. Neither RCJV nor KBJV shall be responsible for the operation or staffing of such child care facilities.

Notwithstanding the foregoing, if KBJV has not made provisions for the child care facilities for which it is responsible hereunder prior to the issuance of the KBE Certificate of Occupancy, KBJV shall place \$1,250,000 in escrow with the Authority. Notwithstanding the foregoing, if RCJV has not made provisions for the child care facilities for which it is responsible hereunder prior to the issuance of the KBE Certificate of Occupancy, RCJV shall place \$1,250,000 in escrow with the Authority. For purposes hereof, KBJV or RCJV, as the case may be, shall be deemed to have made provisions for the child care facilities for which it is responsible hereunder, if it has (i) commenced construction of such facilities, (ii) entered into an agreement for the purchase, lease or development of such facilities, or (iii) entered into an agreement for the operation of such facilities at an identified location. In the event any funds are paid to the Authority in accordance with the foregoing, the Authority will (x) hold the funds in escrow in a money-market interest-bearing account for the benefit of KBJV or RCJV, as the case may be, and (y) pay the funds, together with all interest thereon, to KBJV or RCJV, as the case may be, promptly upon KBJV or RCJV, as applicable, making provisions for such child care facilities in accordance with the foregoing.

It is intended that the fulfillment of the obligations of KBJV or RCJV under this Paragraph shall fully satisfy all obligations relating to child care or day care facilities imposed by the applicable provisions of the Boston Zoning Code with respect to One Lincoln Street or Ruggles Center, as the case may be.

RCJV's obligations under this Paragraph 5 shall terminate upon execution by RCJV and the Authority of the Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 5 shall terminate upon execution by KBJV and the Authority of the Cooperation Agreement by KBJV and the Authority.

6. Thirty Percent MBE/WBE Utilization Goal.

KBJV and RCJV will each use good faith efforts to utilize a combined total of thirty (30%) percent minority business enterprises ("MBE") and women business enterprises ("WBE") for all contracts related to the development of One Lincoln Street and Ruggles Center. Such contracts shall relate to the provision of services in connection with the development of Parcel 18 and the KBE Parcel, such as, but not limited to, architectural, engineering, legal and public relations services.

RCJV's obligations under this Paragraph 6 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 6 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

7. Technical Assistance and Outreach to MBE/WBE.

KBJV and RCJV will jointly hire a staff person who will coordinate community benefits and will have as one of his or her major responsibilities, the outreach and liaison work required to attract MBES and WBEs during the preconstruction phase and all other development phases of each Project. KBJV and RCJV will each spend time within the Roxbury and Chinatown communities encouraging and recruiting MBES and WBEs to participate in the Projects. In addition, KBJV and RCJV will each provide appropriate assistance to MBES and WBEs, such as the provision of information and referrals requested by MBES and WBEs.

KBJV and RCJV will each make good faith efforts to encourage participation of MBES and WBEs during the preconstruction phase and all other development phases of each Project and will each use good faith efforts to cause the general contractor for their respective Projects or Phase thereof, to the best of the respective contractor's ability, to provide maximum opportunity to minority and women subcontractors by employing a diversity of strategies and initiatives such as:

(a) providing written notice to a reasonable number of MBE and WBE subcontractors of all major areas of work on each Project or Phase thereof to be subcontracted;

(b) advertising in minority targeted media, such as newspapers and publications, the availability of subcontracting opportunities;

(c) holding pre-bid meetings to apprise minority and women subcontractors of available work opportunities with respect to each Project or Phase thereof.

RCJV's obligations under this Paragraph 7 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 7 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

8. One Hundred Thousand (\$100,000) Dollar Challenge Grant.

MCPV has contributed Twenty-Four Thousand (\$24,000) Dollars to the Neighborhood Council and the Task Force as a planning grant, matching a similar contribution made by the Authority. The matching grant, the remainder of which will be made by KBJV, will total One Hundred Thousand (\$100,000) Dollars over the next two years, such grant to be made as set forth in a letter agreement between MCPV and the Neighborhood Council dated November 9, 1988 and a letter agreement between MCPV and the Task Force dated November 7, 1988. Pursuant to such letter agreements, such grant will be consistent with the terms of the agreement dated December 19, 1988 by and between the Authority and the Task Force and the agreement dated April 3, 1989 by and between the Authority and the Neighborhood Council. 4

KBJV's obligation under this Paragraph 8 shall terminate upon full payment to the Neighborhood Council and the Task Force of the \$76,000 remaining to be paid hereunder.

9. Four Hundred Thousand (\$400,000) Dollar Challenge Grant.

KBJV will make available a Four Hundred Thousand (\$400,000) Dollar challenge grant (" \$400,000 challenge grant"), subject to being matched on a two-for-one basis by public or private sources, for developing minority capacity to obtain management level positions in the real estate industry. A portion of such funds shall be used to expand existing programs which provide practical education, training and certificates in a variety of real estate professions, such as property management, appraisal, brokerage and development. KBJV will provide assistance to the Task Force and the Neighborhood Council in the seeking and raising of the matching portion of the funds. No later than the KBE Building Permit Date, KBJV shall deliver Four Hundred Thousand (\$400,000) Dollars (a) to the Authority as escrow agent pending both (i) joint designation by the Task Force, the Neighborhood Council and KBJV (the "Designation") of the recipient or recipients of the \$400,000 challenge grant (the "Grant Recipients") and (ii) receipt by the Authority or the Grant Recipients in accordance with the Designation of matching funds on a two-for-one basis, which receipt has been verified in writing jointly by the Task Force, the Neighborhood Council and KBJV (collectively, (i) and (ii) are referred to as the "Release Conditions"), or (b) to the Grant Recipients in accordance with the Designation if the Release

Conditions have been satisfied. In the event any of the \$400,000 challenge grant is paid to the Authority in accordance with the foregoing, the Authority shall (x) hold such money in escrow in a money-market interest-bearing account for the benefit of the Grant Recipients and (y) pay such money to the Grant Recipients in accordance with the Designation promptly after satisfaction of the Release Conditions, such payments to be made from time to time as matching funds are received and verified in accordance with the Release Conditions. Upon receipt by the Authority or the Grant Recipients in accordance with the Designation of \$800,000 in matching funds and verification thereof in accordance with the Release Conditions, interest earned on payments held in escrow by the Authority, if any, shall also be paid by the Authority to the Grant Recipients in accordance with the Designation. Any sums still being held in escrow by the Authority, including all interest earned on sums held in escrow by the Authority at any time pursuant to this Paragraph, shall be paid to the Grant Recipients two (2) years after the issuance of the KBE Certificate of Occupancy if the Designation has already occurred, or on the date of Designation if the Designation has not yet occurred.

KBJV's obligation hereunder shall terminate upon full payment of the \$400,000 challenge grant to the Authority or the Grant Recipients.

10. Thirty Percent MBE Retail.

RCJV and KBJV have each set as a minimum goal the leasing of at least thirty (30%) percent of the total leasable square footage of all retail space in Ruggles Center and One Lincoln Street, respectively, to MBEs and will use best efforts to market such retail space to MBEs. In order to reach this goal, RCJV and KBJV each intend to work with local retail merchants and established merchant associations within geographic proximity to their respective Projects to ensure that the local merchants are aware of retail space opportunities in, and have the first opportunity to locate to, Ruggles Center and One Lincoln Street, respectively. RCJV and KBJV will each attempt through advertising and community meetings to encourage many existing and/or developing retail businesses to apply for occupancy at Ruggles Center and One Lincoln Street. In addition, RCJV and KBJV may provide financial assistance to MBE retail merchants for space planning and build-out of the retail space in Ruggles Center and One Lincoln Street, as the case may be, the amount of such financial assistance to any such merchant to be amortized over the term of the lease with the merchant and repaid as additional rent. "Best efforts" shall mean reliance on traditional methods of leasing and, whenever those traditional methods prove insufficient to afford a meaningful opportunity to minority business enterprises to lease space at Ruggles Center and One Lincoln Street, RCJV and KBJV shall take other affirmative measures to sufficiently afford such an opportunity at their respective Projects. Best efforts shall not

require that RCJV and KBJV lease space to minority business enterprises under any terms and conditions that are in any respect inconsistent with terms and conditions generally applicable to other lessees at their respective Projects.

RCJV's obligations under this Paragraph 10 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 10 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

11. Incubator Space.

RCJV will work with the Advisory Panel to develop a business incubator program in one Phase of Ruggles Center to be designated by RCJV. The goal of the business incubator program is to provide opportunities at relatively low costs for existing or start-up businesses to explore new ideas and business operations. RCJV will provide financial assistance to the business incubator for space planning and build-out of the business incubator operations, the amount of such financial assistance to the business incubator to be amortized over the term of the lease with the business incubator and repaid as additional rent. RCJV will make a good faith effort with the assistance of the Advisory Panel to identify qualified business operators acceptable to RCJV in its sole discretion. In recognition that subsidies will be required for the business incubator program, RCJV will cooperate with the Task Force, the Neighborhood Council and other community groups in their efforts to obtain such subsidies from private or public sources, but RCJV will neither be responsible for obtaining or providing such subsidies nor for the success of the business incubator program.

RCJV's obligations under this Paragraph 11 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority.

12. Notice of Availability of Employment Opportunities.

RCJV and KBJV will each provide either on-site or off-site employment centers, such as kiosks or the posting of bulletin boards, prior to and during the construction of Ruggles Center and One Lincoln Street, respectively, so as to inform the public of available employment opportunities at their respective Projects. After construction of Ruggles Center and One Lincoln Street, it is anticipated that notice of available job opportunities will be posted at a job posting center to be located on-site consistent with the Boston for Boston Employment Program Policy.

RCJV's obligations under this Paragraph 12 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 12 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

13. Equity Participation by Community Groups.

By its execution of this Memorandum of Understanding, Ruggles-Bedford Associates, Inc. ("RBA") one of the two general partners of Columbia Plaza Associates ("CPA"), a general partner of both KBJV and RCJV, agrees that, no later than the earlier of (i) one hundred twenty (120) days after the full execution of this Memorandum of Understanding or (ii) final designation of RCJV as developer of Parcel 18, at least ten percent (10%) of the interest of RBA in CPA, shall be held by non-profit community-based organizations. Chinese Investment Limited Partnership ("CILP"), the other general partner of CPA, has already satisfied the requirement that at least ten percent (10%) of the interest of CILP in CPA be held by non-profit community-based organizations by donating ten percent (10%) of the interest of CILP to the Chinese Consolidated Benevolent Association of New England.

RBA's obligations under this Paragraph 13 shall terminate upon the execution of, and be superseded by an agreement between RBA and the Authority setting forth the obligations of RBA under this Paragraph 13.

14. Advisory Panel.

RCJV and KBJV will both participate in an advisory panel (the "Advisory Panel") to consist of representatives of all of the parties hereto, appropriate city and state agencies and the Massachusetts Bay Transportation Authority for the purpose of implementing the community benefits to be provided by RCJV and KBJV pursuant to this Memorandum of Understanding, and ensuring compliance with the provisions hereof.

RCJV's obligations under this Paragraph 14 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 14 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

B. Successors and Assigns. This Memorandum of Understanding shall be binding upon and enforceable against the successors and assigns of the parties hereto, it being understood and agreed that RCJV shall have a right to transfer or assign to another party or parties its rights and interests under this Agreement and in all or a portion of Parcel 18, Ruggles Center and any phase thereof, and KBJV shall have a right to transfer or assign to another party or parties its rights and interests under this Agreement and in all or a portion of the KBE Parcel and One Lincoln Street, subject in each case to such limitations as may be contained in other agreements between RCJV and the Authority or between KBJV and the Authority, as the case may be.

C. Limitation of Liability. The liability of RCJV or its successors and assigns (including, without limitation, mortgagees) (the "Phase Developer") arising under this Memorandum of Understanding with respect to each Phase shall be limited solely to the assets and property of the Phase Developer with respect to such Phase, and no partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of the Phase Developer, from time to time, or any such person's or entity's separate assets or property shall have or be subject to any personal liability with respect to any obligation or liability of the Phase Developer hereunder or thereunder. A deficit capital account of a partner of the Phase Developer shall not be deemed to be a liability of such partner nor an asset or property of the Phase Developer.

The liability of KBJV or its successors and assigns (including, without limitation, mortgagees) (the "KBE Developer") arising under this Memorandum of Understanding with respect to One Lincoln Street shall be limited solely to the assets and property of the KBE Developer with respect to One Lincoln Street, and no partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of the KBE Developer, from time to time, or any such person's or entity's separate assets or property shall have or be subject to any personal liability with respect to any obligation or liability of the KBE Developer hereunder or thereunder. A deficit capital account of a partner of the KBE Developer shall not be deemed to be a liability of such partner nor an asset or property of the KBE Developer.

D. Default. Each and every covenant contained in this Memorandum of Understanding is and shall be construed to be a separate and independent covenant and shall, as relevant, apply separately to One Lincoln Street and each Phase of Ruggles Center, and a default with respect to any covenant as it relates to One Lincoln Street shall not constitute a default with respect to Ruggles Center, and a default with respect to Ruggles Center shall not constitute a default with respect to One Lincoln Street. Furthermore, a default with respect to one Phase of Ruggles Center shall not constitute a default with respect to any other Phase of Ruggles Center.

E. Severability. If any term or provision of this Memorandum of Understanding, or the application thereof to any person or circumstance, shall to any extent be invalid and unenforceable, the remainder of this Memorandum of Understanding, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Memorandum of Understanding shall be valid and shall be enforced to the extent permitted by law.

F. Governing Law. This Memorandum of Understanding shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

G. Termination. Except as otherwise provided herein, obligations of KBJV hereunder shall terminate on the Covenant Expiration Date as defined in the KBE Sale and Construction Agreement, unless sooner terminated by the provisions hereof. Except as otherwise provided herein, obligations of RCJV hereunder shall terminate on the Covenant Expiration Date for the applicable phase as defined in the Parcel 18 Sale and Construction Agreement, unless sooner terminated by the provisions hereof.

H. Notices. All notices or other communications required or permitted to be given under this Memorandum of Understanding shall be in writing, signed by a duly authorized officer or representative of the Authority, KBJV, RCJV, the Task Force or the Neighborhood Council, as the case may be, and shall either be hand-delivered or mailed postage pre-paid, by registered or certified mail, return receipt requested and shall be deemed given when delivered, if by hand, or when deposited with the U.S. Postal Service, if mailed, to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other parties:

KBJV: Kingston Bedford Joint Venture
c/o Metropolitan/Columbia Plaza
Venture
200 State Street
Boston, MA 02109
Attn: Mr. Robert L. Green

with copy to:

Hale and Dorr
60 State Street
Boston, MA 02109
Attn: John D. Hamilton, Jr., P.C.

RCJV: Ruggles Center Joint Venture
c/o Metropolitan/Columbia Plaza
Venture
200 State Street
Boston, MA 02109
Attn: Mr. Robert L. Green

with copy to:

Hale and Dorr
60 State Street
Boston, MA 02109
Attn: John D. Hamilton, Jr., P.C.

Boston Redevelopment
Authority:

Director's Office
One City Hall Plaza
Boston, MA 02201

with copy to:

Boston Redevelopment Authority
Chief General Counsel
One City Hall Plaza
Boston, MA 02201

Parcel 18+ Development
Task Force

Parcel 18+ Development Task Force
2406 Washington Street
Boston, MA 02119

Chinatown/South Cove
Neighborhood Council

Chinatown/South Cove Neighborhood
Council
31 Beach Street
Boston, MA 02111

I. Amendment. This Memorandum of Understanding, or any part hereof, may be amended from time to time hereafter only in writing executed by all of the parties hereto.

J. Conflicts. To the extent that this Memorandum of Understanding contains terms that conflict with the terms contained in the Sale and Construction Agreement, the Cooperation Agreement, or the Development Impact Project Agreement pertaining to a Project or Phase of Parcel 18, or any other agreements entered into by and between the Authority and RCJV (and other appropriate parties, if any) with respect to Parcel 18, Ruggles Center or any Phase thereof and the Authority and KBJV (and other appropriate parties, if any) with respect to the KBE Parcel or One Lincoln Street, the terms of such other agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their behalf by their respective officers and thereunto duly authorized as of the day and year first above written.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel
Boston Redevelopment
Authority

By: Stephen Coyle, Director

RUGGLES CENTER JOINT VENTURE

By: _____

KINGSTON BEDFORD JOINT VENTURE

By: _____

PARCEL 18+ DEVELOPMENT TASK FORCE

By: _____

CHINATOWN/SOUTH COVE NEIGHBORHOOD
COUNCIL

By: _____

EXECUTED as of this _____ day of _____, 1989 solely to
agree to be bound by the provisions of Paragraph A.13 of this
Memorandum of Understanding:

RUGGLES-BEDFORD ASSOCIATES, INC.

By: _____

CHINESE INVESTMENT LIMITED
PARTNERSHIP

By: _____

SUMMARY OF
DISCLOSURE STATEMENT CONCERNING
BENEFICIAL INTEREST REQUIRED BY SECTION 40J
OF CHAPTER 7 OF THE GENERAL LAWS
FOR RUGGLES CENTER JOINT VENTURE

The general partners of Ruggles Center Joint Venture (the "Partnership"), a Massachusetts general partnership, organized on June 15, 1989 are as follows:

1. Metropolitan/Columbia Plaza Venture ("MCPV"), a Massachusetts general partnership, with a 99.90% interest in the Partnership, consisting of:
 - (a) Metropolitan Structures, as general partner, with a 50% interest in MCPV and a 49.95% interest in the Partnership.
 - (b) Columbia Plaza Associates, as general partner, with a 50% interest in MCPV and a 49.95% interest in the Partnership.
2. Metropolitan Structures ("MS"), an Illinois general partnership, with a .05% interest in the Partnership, consisting of:
 - (a) Metco Properties, an Illinois limited partnership, as general partner, with a 50% interest in MS and a .025% interest in the Partnership.
 - (b) Metropolitan Life Insurance Company, a New York corporation, as general partner, with a 50% interest in MS and a .025% interest in the Partnership.
3. Columbia Plaza Associates ("CPA"), a Massachusetts general partnership, with a .05% interest in the Partnership, consisting of:
 - (a) Ruggles-Bedford Associates, Inc., a Massachusetts corporation, as general partner, with a 60% interest in CPA and a .03% interest in the Partnership.
 - (b) Chinese Investment Limited Partnership, a Massachusetts limited partnership, with a 40% interest in CPA and a .02% interest in the Partnership.

DISCLOSURE STATEMENT CONCERNING
BENEFICIAL INTEREST REQUIRED BY SECTION 40J
OF CHAPTER 7 OF THE GENERAL LAWS

We hereby state, under the penalties of perjury, that the true names, addresses (to the extent available) and percentage interests of all persons known to us who have or will have a direct or indirect beneficial interest (including the amount of their beneficial interest) in the Ruggles Center Joint Venture (the "Partnership") are as follows:

1. Metropolitan/Columbia Plaza Venture ("MCPV"), a Massachusetts general partnership, with a 99.90% interest in the Partnership, consisting of:
 - (a) Metropolitan Structures, as general partner, with a 50% interest in MCPV.
 - (b) Columbia Plaza Associates, as general partner, with a 50% interest in MCPV.
2. Metropolitan Structures ("MS"), an Illinois general partnership, with a .05% interest in the Partnership, consisting of:
 - (a) Metco Properties, an Illinois limited partnership, as general partner, with a 50% interest in MS.

The names, addresses (to the extent available) and percentage interests of all persons known to us who have or will have a direct or indirect beneficial interest in Metco Properties are as follows:

METCO PROPERTIES

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
AAKOWARK TRUST U/A/D 1/31/78	C/O STEVEN LAMPERT CO-TRUSTEE NEAL, GERBER & EISENBERG 208 S. LASALLE STREET CHICAGO, IL 60604	.001122
ADLER, ARTHUR M.	2385 EGANDALE ROAD HIGHLAND PARK, IL 60035	.578587

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
ADLER, MICHAEL	9065 N.W. KAISER RD PORTLAND, OR 97231	.005987
ADVOCATE TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000042
ALDAR INC.	1437 N. DEARBORN PARKWAY CHICAGO, IL 60610	.641919
ALLENTOWN TRUST	C/O DONALD GLASSBERG, TRUSTEE 33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.001360
AMETHYST - MARY TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000116
AMETHYST - MINNIE TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000116
AMETHYST - MYRON TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000116
AMETHYST TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000116
AMOEBE EQUITIES	400 ORANGE STREET NEW HAVEN, CT 06511	.000000
ANDA PARTNERSHIP	ATTN: JAMES BUNEGAR 2 W. RIVERSIDE PLAZA SUITE 600 CHICAGO, IL 60606	.131716
ANDREW TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000549
ANDREW'S CHILDREN'S TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000549
ANTONOW, JOSEPH P.	111 E. WACKER DRIVE CHICAGO, IL 60601	.000000
ARJ, INC.	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000549
ATTORNEY/COUNSELOR	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000085

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
AUDREY-MAUREEN-PAMELA-TRUST	C/O JERRY WEISS ONE NORTHFIELD PLAZA SUITE 400 NORTHFIELD, IL 60093	.000412
BAER, SUSAN B.	8924 PINYON COURT INDIANAPOLIS, IN 46260	.013540
BANK, SANFORD A.	1610 FORREST HIGHLAND PARK, IL 60035	.036157
BANKE, HENRY S. & LILLIAN P.	AS JOINT TENANTS 4617 NORTH SAYRE HARWOOD HEIGHTS, IL 60656	.026446
BAROWITZ, JANE	7 WASHINGTON PLACE NEW YORK, NY 10003	.072998
BARR, CLIFFORD	521 N.E. 14TH STREET BOCA RATON, FL 33432	.000000
BARRISTER TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000042
BERGER, PETER A.	166 NORTH WYOMING AVENUE SOUTH ORANGE, NJ 07079	.017629
BENJAMIN, SAM	3250 W. LOMITA BLVD #301 TORRANCE, CA 90505	.182619
BERNSTEIN, HOWARD I.	6541 W. KILBOURN AVE. LINCOLNWOOD, IL 60645	.012052
BINA TRUST	C/O JERRY WEISS ONE NORTHFIELD PLAZA SUITE 400 NORTHFIELD, IL 60093	.000412
BLECHMAN REVOCABLE TRUST	C/O GILBERT BLECHMAN 1415 W. 44TH STREET CHICAGO, IL 60609	.052686
BLITSTEIN, BERLE	1184 GREEN BAY ROAD HIGHLAND PARK, IL 60035	.032871
BLITSTEIN, JOEL	2425 BRAEBURN AVE FLOSSMOOR, IL 60422	.016435

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
BLITSTEIN, MORTON A.	6447 N. KENTON AVE LINCOLNWOOD, IL 60646	.060264
BOBBINS, IRA	10127 GOLF CLUB DRIVE JACKSONVILLE, FL 32216	.000000
BRANCH TRUST	C/O DONALD GLASSBERG, TRUSTEE 33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.001360
BRANDIES TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000058
BRAUN APPOINTIVE TRUST	C/O BERNICE BRAUN 2525 STATE ST. APT #10 SANTA BARBARA, CA 93105	.640942
BROWN TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000058
BUDWIG, JR., SAMUEL M.	161 CHICAGO AVE EAST APT 40H CHICAGO, IL 60611	.533189
INTERCUP TRUST	JOSEPH A. SPERSKE, TRUSTEE 220 JACKSON STREET SAN FRANCISCO, CA 94111	.003927
BZ DESCENDANTS TRUSTS	R. BASKES, CO-TRUSTEE 33 N. DEARBORN SUITE 1430 CHICAGO, IL 60602	.025249
CALVIN TRUST	C/O JERRY WEISS ONE NORTHFIELD PLAZA SUITE 400 NORTHFIELD, IL 60093	.000412
CAN-AM REAL EST PROPERTIES N V	HANDELSKADE 8 CURACAO, NETHERLANDS, ANTILLES	.316474
CAPLIN, ARTHUR AND NATALIE	1175 WADE STREET HIGHLAND PARK, IL 60035	.053083
CASHE FAMILY TRUST 1	C/O MYRON COHEN, TRUSTEE 141 W. JACKSON BLVD CHICAGO, IL 60604	.000274

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
CASHE FAMILY TRUST 3	C/O MYRON COHEN, TRUSTEE 141 W. JACKSON BLVD CHICAGO, IL 60604	.000274
CASHE FAMILY TRUST 4	C/O MYRON COHEN, TRUSTEE 141 W. JACKSON BLVD CHICAGO, IL 60604	.000274
CASHE FAMILY TRUST 5	C/O MYRON COHEN, TRUSTEE 141 W. JACKSON BLVD CHICAGO, IL 60604	.000274
CASHE FAMILY TRUST 6	C/O MYRON COHEN, TRUSTEE 141 W. JACKSON BLVD CHICAGO, IL 60604	.000274
CASHE FAMILY TRUST 7	C/O MYRON COHEN, TRUSTEE 141 W. JACKSON BLVD CHICAGO, IL 60604	.000274
CASHE FAMILY TRUST 8	C/O MYRON COHEN, TRUSTEE 141 W. JACKSON BLVD CHICAGO, IL 60604	.000274
CEF BROTHER TRUST NO. 1	C/O MYRON COHEN, TRUSTEE 33 W. MOORE, 21ST FLOOR CHICAGO, IL 60603	.000494
CEF BROTHER TRUST NO. 10	C/O MYRON COHEN, TRUSTEE 33 W. MOORE, 21ST FLOOR CHICAGO, IL 60603	.000494
CEF BROTHER TRUST NO. 2	C/O MYRON COHEN, TRUSTEE 33 W. MOORE, 21ST FLOOR CHICAGO, IL 60603	.000494
CEF BROTHER TRUST NO. 3	C/O MYRON COHEN, TRUSTEE 33 W. MOORE, 21ST FLOOR CHICAGO, IL 60603	.000494
CEF BROTHER TRUST NO. 4	C/O MYRON COHEN, TRUSTEE 33 W. MOORE, 21ST FLOOR CHICAGO, IL 60603	.000494
CEF BROTHER TRUST NO. 5	C/O MYRON COHEN, TRUSTEE 33 W. MOORE, 21ST FLOOR CHICAGO, IL 60603	.000494

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
CEF BROTHER TRUST NO. 6	C/O MYRON COHEN, TRUSTEE 33 W. MOORE, 21ST FLOOR CHICAGO, IL 60603	.000494
CEF BROTHER TRUST NO. 7	C/O MYRON COHEN, TRUSTEE 33 W. MOORE, 21ST FLOOR CHICAGO, IL 60603	.000494
CEF BROTHER TRUST NO. 8	C/O MYRON COHEN, TRUSTEE 33 W. MOORE, 21ST FLOOR CHICAGO, IL 60603	.000494
CEF BROTHER TRUST NO. 9	C/O MYRON COHEN, TRUSTEE 33 W. MOORE, 21ST FLOOR CHICAGO, IL 60603	.000494
CEF MOTHER TRUST NO. 1	C/O MARC Z. SAMOTNY, TRUSTEE 33 W. MOORE, 21ST FLOOR CHICAGO, IL 60603	.000769
CEF MOTHER TRUST NO. 10	C/O MARC Z. SAMOTNY, TRUSTEE 33 W. MOORE, 21ST FLOOR CHICAGO, IL 60603	.000769
CEF MOTHER TRUST NO. 2	C/O MARC Z. SAMOTNY, TRUSTEE 33 W. MOORE, 21ST FLOOR CHICAGO, IL 60603	.000769
CEF MOTHER TRUST NO. 3	C/O MARC Z. SAMOTNY, TRUSTEE 33 W. MOORE, 21ST FLOOR CHICAGO, IL 60603	.000769
CEF MOTHER TRUST NO. 4	C/O MARC Z. SAMOTNY, TRUSTEE 33 W. MOORE, 21ST FLOOR CHICAGO, IL 60603	.000769
CEF MOTHER TRUST NO. 5	C/O MARC Z. SAMOTNY, TRUSTEE 33 W. MOORE, 21ST FLOOR CHICAGO, IL 60603	.000769
CEF MOTHER TRUST NO. 6	C/O MARC Z. SAMOTNY, TRUSTEE 33 W. MOORE, 21ST FLOOR CHICAGO, IL 60603	.000769
CEF MOTHER TRUST NO. 7	C/O MARC Z. SAMOTNY, TRUSTEE 33 W. MOORE, 21ST FLOOR CHICAGO, IL 60603	.000769

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
CEF MOTHER TRUST NO. 8	C/O MARC Z. SAMOTNY, TRUSTEE 33 W. MOORE, 21ST FLOOR CHICAGO, IL 60603	.000769
CEF MOTHER TRUST NO. 9	C/O MARC Z. SAMOTNY, TRUSTEE 33 W. MOORE, 21ST FLOOR CHICAGO, IL 60603	.000769
CHANNICK, HERBERT S.	910 W. LAKESHORE DR. APT 2819 CHICAGO, IL 60611	2.614823
CHERRY, IRVING	729 W. SHERIDAN RD. EVANSTON, IL 60202	3.050584
CHOKA, ALLEN D.	2412 MEADOW DRIVE NORTH WILMETTE, IL 60091	.135007
CLIFFORD-HOWARD TRUST	C/O JERRY WEISS ONE NORTHFIELD PLAZA SUITE 400 NORTHFIELD, IL 60093	.000412
COLEMAN POLLACK WYNN TRUSTEES	FOR GERALD GIOWITZ ASSOCIATED INVESTMENT FUND 325 N. WELLS SUITE 9000 CHICAGO, IL 60610	1.959901
COLEMAN POLLACK WYNN TRUSTEES	NAT EQUAL TR 1-3 FOR G. GIOWITZ 325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.813679
COOPER, CHARLES G.	C/O HELENE CURTIS INDUSTRIES 325 N. WELLS 10TH FLOOR CHICAGO, IL 60610	.052892
CORAL - MARY TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000116
CORAL - MINNIE TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000116
CORAL - MYRON TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000116
CORAL TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000116

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
CORONADO TRUST	C/O STANFORD L. GLASS, TRUSTEE ONE IBM PLAZA SUITE 4040 CHICAGO, IL 60603	.001440
CRESCO TRUST	C/O DONALD D. GLASSBERG, TRUSTEE 33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.001360
D-K TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000080
D-M TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000080
D-M-K TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000080
DANDELION TRUST	JOSEPH A. SPERSKE, TRUSTEE 220 JACKSON STREET SAN FRANCISCO, CA 94111	.003927
DAVID TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000037
DENNING TRUST	C/O DONALD GLASSBERG, TRUSTEE 33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.001360
DI BUONO, ROY F. & TERESA	AS JOINT TENANTS 273 BOYD STREET ELMHURST, IL 60126	.271831
DONALD DESCENDANTS TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000080
DONALD TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.001508
DRUTH, JOSEPH S.	2650 LAKEVIEW AVENUE APT 1210 CHICAGO, IL 60614	.000000
DRUTH, DEC. ESTATE OF JOSEPH	C/O FLORENCE DRUTH 2650 LAKEVIEW AVENUE APT 1210 CHICAGO, IL 60614	.269526
DUJMOVIC, MILTON	C/O MEDCO, INC. 340 EAST HOWARD STREET DES PLAINES, IL 60018	.011854

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
DVORE, IRWIN	267 LESLEE LANE HIGHLAND PARK, IL 60035	.036157
EFFORT TRUST	C/O DONALD GLASSBERG, TRUSTEE 33 W. MONROE, 21ST FLOOR CHICAGO, IL 60503	.001360
EGER, MARGUERITE B.	2600 W. CATALPA AVE. CHICAGO, IL 60625	.218938
EILIAN, DR. HELMATOLLAH	945 STONEGATE HIGHLAND PARK, IL 60035	.005927
EISENBERG, CALVIN	670 CARRIAGE WAY DEERFIELD, IL 60015	.004187
EISENBERG, RUTH C.	24055 PASEO DEL LAGO WEST 1406-D TOWER 1 LAGUNA HILLS, CA 92653	.006611
EISENBERG, MARSHALL E.	C/O NEAL, GERBER, EISENBERG & LURIE 208 S. LASALLE STREET CHICAGO, IL 60604	.004488
EISENBERG FAMILY DESCENDANTS TRUST	C/O LEONE A. WAYCIE 33 W. MONROE STREET, 21ST FLOOR CHICAGO, IL 60603	.000549
EISENBERG GRANDCHILDRENS TRUST	C/O LEONA A. WAYCIE 33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000549
EISENBERG SON'S TRUST	C/O JERRY WEISS ONE NORTHFIELD PLAZA SUITE 400 NORTHFIELD, IL 60093	.000412
EISENBERG TRUSTEE, C WATER TRUSTS	33 W. MONROE STREET 21ST FLOOR CHICAGO, IL 60603	.012644
EISENBERG TRUSTEE, C ACTION TRUSTS	33 W. MONROE STREET 21ST FLOOR CHICAGO, IL 60603	.012644

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
EVANSVILLE TRUST	C/O DONALD GLASSBERG, TRUSTEE 33 W. MONROE STREET, 21ST FLOOR CHICAGO, IL 60603	.001360
FEZSAK, LEONARD	C/O INDUSTRIAL BINDERY CO. 312 WEST WALTON CHICAGO, IL 60610	.005927
FACTOR OLFSON HULL TRUSTEES	NATIONAL EQUALIZATION TR 1-3 C/O HERBERT B. OLFSON, ESQ. 1 IBM PLAZA, 44TH FLOOR CHICAGO, IL 60611	.000000
FACTOR REVOCABLE TRUST, GEORGE M.	C/O GEORGE M. FACTOR 1055 SAXONY DRIVE HIGHLAND PARK, IL 60035	.875752
FEF FAMILY TRUST	C/O JERRY WEISS ONE NORTHFIELD PLAZA SUITE 400 NORTHFIELD, IL 60033	.000412
FELSENTHAL, STEVEN A.	2020 NO. COMMONWEALTH UNIT 9A CHICAGO, IL 60657	.001595
FILLER, BERNARD M.	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.027755
FINK, JOSEPH H.	392 WASHINGTON AVE GLENCOE, IL 60022	.000000
FLANAGAN, CHARLOTTE	136 CHESTNUT WINNETKA, IL 60093	.130613
FLEGEL, GERALD M.	1080 RIDGEWOOD DRIVE HIGHLAND PARK, IL 60035	.513009
FORTGANG-FREY TRUST	C/O JERRY WEISS ONE NORTHFIELD PLAZA SUITE 400 NORTHFIELD, IL 60093	.000412
FRIEDBERG, MICHAEL AND JILL	200 W. MADISON CHICAGO, IL 60606	.004488
FRIEDBERG MINORS TRUST, ERIC W.	JILL M. FRIEDBERG, TRUSTEE 509 CHERRY ST. WINNETKA, IL 60093	.004488

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
FRIEDMAN, MANNY	9101 NORTH KOGTMER SKOKIE, IL 60076	.005927
FW TRUST NO. 1	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000017
FW TRUST NO. 2	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000017
FW TRUST NO. 3	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000017
FW TRUST NO. 4	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000017
FW TRUST NO. 5	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000017
FW TRUST NO. 6	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000017
FW TRUST NO. 7	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000017
FW TRUST NO. 8	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000017
GARNET - MARY TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000099
GARNET - MINNIE TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000099
GARNET - MYRON TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000099
GARNET TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000099
GAUVREAU, PAUL	C/O PITTHWAY CORP. 333 SKOKIE BLVD NORTHBROOK, IL 60063	.007558
GIDWITZ, RICHARD L.	P.O. BOX 707 MAGNOLIA, TX 77355	2.207230
GIDWITZ, GERALD AND JANE	209 EAST LAKE SHORE DR. CHICAGO, IL 60611	4.092466

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
GUDWITZ, ALAN K.	960 DEAN AVENUE HIGHLAND PARK, IL 60035	.336606
GIDWITZ, JOSEPH L.	175 EAST DELAWARE PLACE CHICAGO, IL 60611	2.931138
GIDWITZ, ADELE	49 LAKEVIEW TERRACE HIGHLAND PARK, IL 60035	1.337914
GIDWITZ, JOHN D.	10 WHITFIELD ROAD BALTIMORE, MD 21210	2.207239
GIDWITZ, BETSY R.	175 EAST DELAWARE PLACE CHICAGO, IL 60611	.331018
GIDWITZ, SUSAN	5803 RUSSELL ROAD DURHAM, NC 27712	2.207229
GIDWITZ, RALPH W.	990 W. LAKESHORE DR. #28A CHICAGO, IL 60611	.336615
GIDWITZ, RONALD J.	1550 NORTH STATE PARKWAY CHICAGO, IL 60610	.335894
GIDWITZ, JAMES G.	1260 N. ASTOR STREET CHICAGO, IL 60610	.335897
GIDWITZ, TRUST U/W OF EMILY K. FBO RALPH W. GIDWITZ	325 N. WELLS, SUITE 4000 CHICAGO, IL 60610	.019865
GIDWITZ, TRUST U/W OF EMILY K. FBO ALAN K. GIDWITZ	325 N. WELLS, SUITE 4000 CHICAGO, IL 60610	.019800
GIDWITZ, TRUST U/W OF EMILY K. FBO DES OF RALPH W. GIDWITZ	325 N. WELLS SUITE 4000 CHICAGO, IL 60610	.019859
GIDWITZ, TRUST U/W OF EMILY K. FBO BETSY GIDWITZ	325 N. WELLS SUITE 4000 CHICAGO, IL 60610	.019785
GIDWITZ, TRUST U/W OF EMILY K. FBO DES OF ALAN K. GIDWITZ	325 N. WELLS SUITE 4000 CHICAGO, IL 60610	.019795
GIDWITZ, TRUST U/W OF EMILY K. FBO DES OF BETSY GIDWITZ	325 N. WELLS SUITE 4000 CHICAGO, IL 60610	.019791

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
GIDWITZ DEC. ESTATE OF WILLIARD	C/O HERBERT B. OLFSON JENNER & BLOCK ONE IBM PLAZA CHICAGO, IL 60611	.000000
GIDWITZ GR TR A6701, ALAN K.	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.009912
GIDWITZ GR TR A6702, ALAN K.	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.009906
GIDWITZ GR TR A6703, ALAN K.	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.009906
GIDWITZ GR TR A6704, ALAN K.	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.009906
GIDWITZ GR TR A6705, ALAN K.	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.009906
GIDWITZ GR TR A6706, ALAN K.	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.009906
GIDWITZ GR TR A6707, ALAN K.	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.009906
GIDWITZ GR TR A6708, ALAN K.	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.009912
GIDWITZ GR TR A6709, ALAN K.	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.009906
GIDWITZ GR TR A6710, ALAN K.	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.009906
GIDWITZ GR TR B6701, BETSY R.	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.016402
GIDWITZ GR TR B6702, BETSY R.	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.016402
GIDWITZ GR TR B6703, BETSY R.	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.016402
GIDWITZ GR TR B6704, BETSY R.	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.016407
GIDWITZ GR TR B6705, BETSY R.	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.016402

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
GIDWITZ GR TR G67J, GERALD	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.041922
GIDWITZ GR TR G67N, GERALD	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.041922
GIDWITZ GR TR G67P, GERALD	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.041922
GIDWITZ GR TR G67R, GERALD	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.041922
GIDWITZ GR TR G67T, GERALD	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.041922
GIDWITZ GR TR LNB, GERALD	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.000952
GIDWITZ GR TR R6701, RALPH W.	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.009906
GIDWITZ GR TR R6702, RALPH W.	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.009906
GIDWITZ GR TR R6703, RALPH W.	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.009906
GIDWITZ GR TR R6704, RALPH W.	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.009906
GIDWITZ GR TR R6705, RALPH W.	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.009906
GIDWITZ GR TR R6706, RALPH W.	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.009906
GIDWITZ GR TR R6707, RALPH W.	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.009912
GIDWITZ GR TR R6708, RALPH W.	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.009906
GIDWITZ GR TR R6709, RALPH W.	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.009906
GIDWITZ GR TR R6710, RALPH W.	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.009906

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
GIDWITZ TRUST J-1, BETSY	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.052428
GIDWITZ TRUST J-2, BETSY	325 N. WELLS 10TH FLOOR CHICAGO, IL 60610	.058034
GIDWITZ TRUST J-3, ALAN	325 N. WELLS 10TH FLOOR CHICAGO, IL 60610	.052437
GIDWITZ TRUST J-4, ALAN	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.052428
GIDWITZ TRUST J-5, RALPH	325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.052372
GIDWITZ TRUST J-6, RALPH	325 N. WELLS 10TH FLOOR CHICAGO, IL 60610	.052372
GIDWITZ TRUSTEES FOR TRUST G-1, M COLEMAN S WYNN B	325 N. WELLS 10TH FLOOR CHICAGO, IL 60610	.008489
GIDWITZ TRUSTEES FOR TRUST G-2, S WYNN M COLEMAN B	325 N. WELLS 10TH FLOOR CHICAGO, IL 60610	.008489
GIDWITZ TRUSTEES FOR TRUST G-3, M COLEMAN S WYNN B	325 N. WELLS 10TH FLOOR CHICAGO, IL 60610	.008489
GIDWITZ TRUSTEES FOR TRUST G-4, M COLEMAN S WYNN B	325 N. WELLS 10 FLOOR CHICAGO, IL 60610	.008489
GILBERT TRUST	C/O DONALD GLASSBERG, TRUSTEE 33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.001360
GOLDBERG, ROBERT	141 W. JACKSON BLVD. SUITE 2000A CHICAGO, IL 60604	.052739
GOLDBERG, SHELDON N.	635 N. SHERIDAN ROAD HIGHLAND PARK, IL 60035	.054659
GOLDBERG, DAVID	141 W. JACKSON BLVD. SUITE 200A CHICAGO, IL 60604	.158217
GOLDSTEIN, ROSALIE W.	650 PARK AVENUE NEW YORK, NY 10021	.158678

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
GOLDSTEIN, BERNARD	950 N. MICHIGAN AVENUE APT. 3 706 CHICAGO, IL 60611	.054659
GOTTSEGEN, FAYE	40 OCEAN PARKWAY BROOKLYN, NY 11218	.021914
GOTTSEGEN, MARTEN	1212 LAKE SHORE DRIVE CHICAGO, IL 60610	.000000
GOTTSEGEN, MORRIS	1167 S. ROXBURY DRIVE LOS ANGELES, CA 90035	.021914
GOTTSEGEN, ESTATE OF MARTEN	C/O WOLFE & POLOVIN 180 N. LASALLE STREET CHICAGO, IL 60601	.021914
GOTTSEGEN, MRS. ALEXANDER	4125 VINCENNES PLACE NEW ORLEANS, LA 79125	.021914
GOTTSEGEN, MRS. ALFRED	3401 BIMINI LANE COCONUT CREEK, FL 33066	.021914
GRANT, RUTH WEISSBOURD	108 FOXRIDGE CT. CHAPPEL HILL, NC 27514	3.893499
GREAT BARRINGTON TRUST	C/O DONALD GLASSBERG, TRUSTEE 33 W. MONROE 21ST FLOOR CHICAGO, IL 60603	.001360
GREEN, ROBERT	506 ROSCOE CHICAGO, IL 60657	.036157
GUNTHER, SIDNEY M. & ELEANOR C. AS JOINT TENANTS	101 ALMA STREET, #802 PALO ALTO, CA 94301	.054275
GUNTHER MD. MEYER S.	714 PRAIRIE AVENUE WILMETTE, IL 60091	.047673
HARTE, JOHN	C/O MID-LAKES DISTRIB. INC. 1029 WEST ADAMS STREET CHICAGO, IL 60607	.011854
HATCH, WILLIAM J.	23363 WEST PARK HACIENDA CALABASAS, CA 91302	.072535

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
HEATHER TRUST	JOSEPH A. SPERSKE, TRUSTEE 220 JACKSON STREET SAN FRANCISCO, CA 94111	.003927
HENKIN, HYMAN	EXETER E-2073 CENTURY VILLAGE WEST BOCA RATON, FL 33434	.017629
HOFFMAN, NATHAN & LIBBIE AS JOINT TENANTS	5935 LINCOLN AVENUE MORTON GROVE, IL 60063	.008817
HOLLUB, MICHAEL	C/O MID-LAKES DISTRIBUTING INC. 1029 WEST ADAMS STREET CHICAGO, IL 60607	.023708
HOLLUB, HAROLD	C/O MID-LAKES DISTRIBUTING 1029 WEST ADAMS STREET CHICAGO, IL 60607	.023708
HOLLUB, ESTATE OF ARTHUR	C/O HELENE HOLLUB MID-LAKES DISTRIBUTING, INC. 1029 WEST ADAMS STREET CHICAGO, IL 60607	.047417
HULL, G FACTOR H OLDFSON AND A TRUSTEES FOR TRUST W-B	C/O HERBERT B. OLDFSON, ESQ. 1 IBM PLAZA 44TH FLOOR CHICAGO, IL 60601	.000000
HULL, G FACTOR H OLDFSON AND A TRUSTEES FOR TRUST W-13	C/O HERBERT B. OLDFSON, ESQ. 1 IBM PLAZA 44TH FLOOR CHICAGO, IL 60601	.000000
HULL, G FACTOR H OLDFSON AND A TRUSTEES FOR TRUST W-14	C/O HERBERT B. OLDFSON, ESQ. 1 IBM PLAZA 44TH FLOOR CHICAGO, IL 60601	.000000
HULL, G FACTOR H OLDFSON AND A TRUSTEES FOR TRUST W-15	C/O HERBERT B. OLDFSON, ESQ. 1 IBM PLAZA 44TH FLOOR CHICAGO, IL 60601	.000000
HULL, G FACTOR H OLDFSON AND A TRUSTEES FOR TRUST W-16	C/O HERBERT B. OLDFSON, ESQ. 1 IBM PLAZA 44TH FLOOR CHICAGO, IL 60601	.000000
IRIS TRUST	C/O DONALD A. STATLAND 208 S. LASALLE STREET SUITE 1580 CHICAGO, IL 60604	.007853

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
IWL TRUST NO. 1	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000017
IWL TRUST NO. 2	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000017
IWL TRUST NO. 3	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000017
IWL TRUST NO. 4	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000017
IWL TRUST NO. 5	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000017
IWL TRUST NO. 6	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000017
IWL TRUST NO. 7	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000017
IWL TRUST NO. 8	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000017
GREY TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000549
JEFFREY'S CHILDREN'S TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000549
JENSEN, HAROLD	925 E. WESTMINSTER LAKE FOREST, IL 60045	4.815690
JETTY-N TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000020
JETTY-NL TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000020
JODIE TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000037
JORDAN, WENDY A.	3267 VAN HAZEN STREET NW WASHINGTON, DC 20015	.005987
JUDY TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000037

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
JUMP-N TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000020
JUMP-NJ TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000020
K-FRANK TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000747
K-IRA TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000747
K-KEVIN TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000747
K-ROSE TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000747
KAPLAN, DR. JULIUS F.	1015 BOB-O-LINK ROAD HIGHLAND PARK, IL 60035	.026446
KAPLAN, NANCY	3150 NORTH LAKE SHORE DRIVE CHICAGO, IL 60657	.736162
Z, ERNEST	4121 GREENWOOD SKOKIE, IL 60076	.011854
KEVIN FIRST TRUST	RONALD A. GOLDBERG, TRUSTEE 33 W. MONROE STREET 21ST FLOOR CHICAGO, IL 60602	.001428
KEVIN SECOND TRUST	RONALD A. GOLDBERG, TRUSTEE 33 W. MONROE STREET 21ST FLOOR CHICAGO, IL 60602	.001428
KEVIN SPOUSE TRUST	RONALD A. GOLDBERG, TRUSTEE 33 W. MONROE STREET 21ST FLOOR CHICAGO, IL 60602	.001428
KEVIN THIRD TRUST	RONALD A. GOLDBERG, TRUSTEE 33 W. MONROE STREET 21ST FLOOR CHICAGO, IL 60602	.001428

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
KLEIN 1961 TRUST K-2, HENRY D.	C/O JOSEPH L. GIDWITZ 325 N. WELLS SUITE 4000 CHICAGO, IL 60610	.159721
KLEIN 1961 TRUST K-3, KATHERINE J.	C/O JOSEPH L. GIDWITZ 325 N. WELLS SUITE 4000 CHICAGO, IL 60610	.159721
KLEIN 1961 TRUST K-4, PAUL R.	C/O JOSEPH L. GIDWITZ 325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.159712
KLEIN CHILDRENS TR, SANDRA E.	C/O JOSEPH L. GIDWITZ 325 N. WELLS SUITE 4000 CHICAGO, IL 60610	.002644
KLEIN CHILDRENS TRUST, PAUL R.	C/O JOSEPH L. GIDWITZ 325 N. WELLS SUITE 9000 CHICAGO, IL 60610	.002644
KLEIN CHILDRENS TRUST, KATHERINE	C/O JOSEPH L. GIDWITZ 325 N. WELLS SUITE 4000 CHICAGO, IL 60610	.002644
KLEIN CHILDRENS TRUST, HENRY D.	C/O JOSEPH L. GIDWITZ 325 N. WELLS SUITE 4000 CHICAGO, IL 60610	.002644
KLEIN FRUM 1961 TRUST K-1, SANDRA	C/O JOSEPH L. GIDWITZ 325 N. WELLS SUITE 4000 CHICAGO, IL 60610	.159721
KOREY, MARTIN S.	C/O STONE, POGRUND & KOREY 221 NORTH LA SALLE STREET SUITE 2800 CHICAGO, IL 60601	.011854
KOREY, LESTER	UNIT 1011 7061 N. KEDZIE CHICAGO, IL 60659	.005927
LAKE-N TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000020
LAKE-NL TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000020

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
LANA TRUST	C/O LEONE A. WAYCIE 33 W. MONROE STREET, 21ST FLOOR CHICAGO, IL 60603	.000549
LEAP-N TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000020
LEAP-NJ TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000020
LECOMPTE, OLIVER P.	2745 FOX GROVE COURT COLORADO SPRINGS, CO 80906	.160522
LECOMPTE, JANET SHAW	19-6TH STREET COLORADO SPRINGS, CO 80906	.231044
LEE, LUCINDA	138 ARBUELLO BLVD. SAN FRANCISCO, CA 94118	.007853
LEE TRUST	C/O DONALD GLASSBERG, TRUSTEE 33 W. MONROE STREET, 21ST FLOOR CHICAGO, IL 60603	.001360
LEFFERDINK, MORGAN D & VIRGINIA JOINT TENANTS	STATE ROUTE 97 MI MARKER 1092 0 ON THE DELAWARE BOX 85 POND EDDY, NY 12170	.035263
LENOX TRUST	C/O DONALD GLASSBERG, TRUSTEE 33 W. MONROE STREET, 21ST FLOOR CHICAGO, IL 60603	.001360
LEVANT, RITA FRIEDMAN	P. O. BOX 4275 SAN CLEMENTE, CA 92672	.000000
LEVANT TRUST, RITA FRIEDMAN	P.O. BOX 4275 SAN CLEMENTE, CA 92672	.410407
LEVENFELD, MILTON A.	866 STONEGATE DRIVE HIGHLAND PARK, IL 60035	.004187
LEVINSON, ALAN H.	845 STONEGATE HIGHLAND PARK, IL 60035	5.123795
LEVINSON, MICHAEL	39 DUKES LAND LINCOLNSHIRE, IL 60015	.035147
LEVINSON, STEPHEN	15758 REGAL WOODS PLACE SHERMAN OAKS, CA 91403	.035147

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
LEVINSON, RONALD	1390 KELTON, APT. #307 LOS ANGELES, CA 90024	.035147
LEVIS, BENJAMIN A.	1616 SHERIDAN ROAD WILMETTE, IL 60091	1.719117
LEWBEACH TRUST	C/O DONALD GLASSBERG, TRUSTEE 33 W. MONROE STREET, 21ST FLOOR CHICAGO, IL 60603	.001360
LIPPITZ, CHARLES A.	917 EDMERE COURT EVANSTON, IL 60202	.001296
LIPPITZ CO-TRUSTEE, R.	BROTHERS TRUST 917 EDMERE COURT EVANSTON, IL 60602	.008415
LIPSON, HENRY M.	100 EAST BELLEVUE CHICAGO, IL 60611	.033691
LIPSON, JACK	1670 RIDGEE ROAD HIGHLAND PARK, IL 60035	.060138
ARTHUR, DONALD	332 W. ROYAL FLAMINGO DRIVE SARASOTA, FL 33577	.056875
MAGNUSON, DONALD	910 NORTH LAKE SHORE DRIVE CHICAGO, IL 60611	.008983
MAGNUSON, HENRY E.	11049 NORTHWEST 12TH DRIVE CORAL SPRINGS, FL 33065	.008983
MANGIONE, ESTATE OF LAWRENCE	C/O PETER L. MAGIONE, EXECUTOR 1245 LONG VALLEY ROAD GLENVIEW, IL 60025	.011854
MAPLECREST TRUST	C/O DONALD GLASSBERG, TRUSTEE 33 W. MONROE STREET, 21ST FLOOR CHICAGO, IL 60603	.001360
MARKS, JERROLD H.	1316 SHERIDAN ROAD HIGHLAND PARK, IL 60035	.021317
MARKS, LOUIS H.	91 LAKEWOOD PLACE HIGHLAND PARK, IL 60035	.021317
MARKS, ABERT	829 MOSLEY ROAD HIGHLAND PARK, IL 60035	.008681

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
MARKS, ESTATE OF RAYMOND J.	8707 SKOKIE BLVD. SKOKIE, IL 60076	.022957
MARKS, ESTATE OF ABERT	C/O MURIEL MARKS, EXECUTOR 829 MOSLEY HIGHLAND PARK, IL 60035	.166530
MARKS RESIDUARY TRUST, ABERT	C/O BERNARD KATZ & LASALLE NATIONAL BANK, CO. TRUSTEES 200 N. LASALLE SUITE 2300 CHICAGO, IL 60601	.087869
MARKS-JACOBSON, CAROL K.	636 CROFTON HIGHLAND PARK, IL 60035	.022957
MARVIN TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000412
MAUREEN DESCENDANTS' TRUST	RONALD A. GOLDBERG, TRUSTEE 33 W. MONROE STREET, 21ST FLOOR CHICAGO, IL 60602	.001428
MAUREEN TRUST	RONALD A. GOLDBERG, TRUSTEE 33 W. MONROE STREET, 21ST FLOOR CHICAGO, IL 60602	.001428
METCO PROPERTIES INC.	111 E. WACKER DRIVE, SUITE 1200 CHICAGO, IL 60601	2.148550
MICHAEL TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000037
MICHIGAN TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60602	.000058
MK CHILDREN'S TRUST	RONALD A. GOLDBERG, TRUSTEE 33 W. MONROE, 21ST FLOOR CHICAGO, IL 60602	.001428
MK DESCENDANTS' TRUST	RONALD A. GOLDBERG, TRUSTEE 33 W. MONROE STREET, 21ST FLOOR CHICAGO, IL 60602	.001428
MK SPOUSE'S TRUST	RONALD A. GOLDBERG, TRUSTEE 33 W. MONROE STREET, 21ST FLOOR CHICAGO, IL 60602	.001428

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
MK TRUST	RONALD A. GOLDBERG, TRUSTEE 33 W. MONROE STREET, 21ST FLOOR CHICAGO, IL 60602	.001428
MOLLY TRUST	C/O JERRY WEISS ONE NORTHFIELD PLAZA SUITE 400 NORTHFIELD, IL 60093	.000412
MONTVILLE TRUST	C/O CHARLES A. LIPPITZ, TRUSTEE 33 W. MONROE STREET, 21ST FLOOR CHICAGO, IL 60603	.001360
MORGAN, JAMES	806 ELM FLOSSMOORE, IL 60422	1.549117
MCE DESCENDANTS' TRUST	C/O JERRY WEISS ONE NORTHFIELD PLAZA SUITE 400 NORTHFIELD, IL 60093	.000412
NEEDLMAN, MARY	2404 LORING STREET #542 SAN DIEGO, CA 92109	.014346
NEEDLMAN REVOCABLE TRUST, MARY R. UTD MAY 31, 1987	C/O MARY R. NEEDLMAN 2404 LORING STREET #542 SAN DIEGO, CA 92109	.012100
NOWAKOWSKI, LAWRENCE D.	8300 WEST 164TH COURT TIMLEY PARK, IL 60477	.010089
NUNS ISLAND TRUST NO WJ-1	C/O HERBERT B. OLFSON, ESQ. 1 IBM PLAZA 44TH FLOOR CHICAGO, IL 60601	.003036
NUNS ISLAND TRUST NO WJ-2	C/O HERBERT B. OLFSON, ESQ. 1 IBM PLAZA 44TH FLOOR CHICAGO, IL 60601	.003030
NUNS ISLAND TRUST NO WJ-3	C/O HERBERT B. OLFSON, ESQ. 1 IBM PLAZA 44TH FLOOR CHICAGO, IL 60601	.003036
NUNS ISLAND TRUST NO WJ-4	C/O HERBERT B. OLFSON, ESQ. 1 IBM PLAZA 44TH FLOOR CHICAGO, IL 60601	.003030

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
NUNS ISLAND TRUST NO WJ-5	C/O HERBERT B. OLFSON, ESQ. 1 IBM PLAZA 44TH FLOOR CHICAGO, IL 60601	.003036
NUNS ISLAND TRUST NO WR-1	C/O HERBERT B. OLFSON, ESQ. 1 IBM PLAZA 44TH FLOOR CHICAGO, IL 60601	.003030
NUNS ISLAND TRUST NO WR-2	C/O HERBERT B. OLFSON, ESQ. 1 IBM PLAZA 44TH FLOOR CHICAGO, IL 60601	.003036
NUNS ISLAND TRUST NO WR-3	C/O HERBERT B. OLFSON, ESQ. 1 IBM PLAZA 44TH FLOOR CHICAGO, IL 60601	.003030
NUNS ISLAND TRUST NO WR-4	C/O HERBERT B. OLFSON, ESQ. 1 IBM PLAZA 44TH FLOOR CHICAGO, IL 60601	.003036
NUNS ISLAND TRUST NO WR-5	C/O HERBERT B. OLFSON, ESQ. 1 IBM PLAZA 44TH FLOOR CHICAGO, IL 60601	.003030
NUNS ISLAND TRUST NO WS-1	C/O HERBERT B. OLFSON, ESQ. 1 IBM PLAZA 44TH FLOOR CHICAGO, IL 60601	.003030
NUNS ISLAND TRUST NO WS-2	C/O HERBERT B. OLFSON, ESQ. 1 IBM PLAZA 44TH FLOOR CHICAGO, IL 60601	.003036
NUNS ISLAND TRUST NO WS-3	C/O HERBERT B. OLFSON, ESQ. 1 IBM PLAZA 44TH FLOOR CHICAGO, IL 60601	.003030
NUNS ISLAND TRUST NO WS-4	C/O HERBERT B. OLFSON, ESQ. 1 IBM PLAZA 44TH FLOOR CHICAGO, IL 60601	.003036
NUNS ISLAND TRUST NO WS-5	C/O HERBERT B. OLFSON, ESQ. 1 IBM PLAZA 44TH FLOOR CHICAGO, IL 60601	.003030
OCEAN-N TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000020
OCEAN-NL TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000020

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
OPAL - MARY TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000116
OPAL - MINNIE TRUST	C/O LEONE A. WAYCIE 33 W. MONROE STREET, 21ST FLOOR CHICAGO, IL 60603	.000116
OPAL - MYRON TRUST	C/O LEONE A. WAYCIE 33 W. MONROE STREET, 21ST FLOOR CHICAGO, IL 60603	.000116
OPAL TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000116
OPPENHEIM, MYRON E.	2430 WOODRIDGE LANE HIGHLAND PARK, IL 60035	2.513745
ORLOVE, L. MICHAEL	5220 NORTH 37 STREET HOLLYWOOD, FL 33021	.008817
OULTON, GARNET	131 FRANCOIS, NUNS' ISLAND MONTREAL QUEBEC, CANADA, H3E1E3	.513009
FRANSY TRUST	JOSEPH A. SPERSKE, TRUSTEE 220 JACKSON STREET SAN FRANCISCO, CA 94111	.003927
PARSONS, WAYNE	C/O ANGELL, KAPLAN & ZAIDMAN 180 N. LASALLE ST. SUITE 205 CHICAGO, IL 60601	.008983
PEARL - MARY TRUST	C/O LEONE A. WAYCIE 33 W. MONROE STREET, 21ST FLOOR CHICAGO, IL 60603	.000099
PEARL - MINNIE TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000099
PEARL - MYRON TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000099
PEARL TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000099
PINSKY, MICHAEL S.	125 W. GREENBRIAR DRIVE DEERFIELD, IL 60015	.001395

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
PIT'TWAY CORPORATION	333 SKOKIE BOULEVARD NORTHBROOK, IL 60062	12.781640
POGRUND, SHERWIN I.	C/O STONE, POGUND & KOREY 221 NORTH LA SALLE STREET SUITE 2800 CHICAGO, IL 60601	.029636
POLLACK, MELVIN & JOYCE R. AS JOINT TENANTS	440 RAVINE DRIVE HIGHLAND PARK, IL 60035	.008811
POPPY TRUST	JOSEPH A. SPERSKE, TRUSTEE 220 JACKSON STREET SAN FRANCISCO, CA 94111	.003927
PURDY, WILLIAM A.	208 MUTTALL ROAD RIVERSIDE, IL 60546	.010089
RESE, GUNTHER	601 TIMBER TRAIL DEERFIELD, IL 60615	1.572053
REICH, JOHN A.	246 S. MOUNTAIN AVENUE MONTCLAIR, NJ 07042	.081183
REYNOLDS, C. H. & HELEN AS JOINT TENANTS	5848 CAMINO ESPLEMOORA TUCSON, AZ 85718	.013223
RIVER-N TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000020
RKJ REVOCABLE TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.002991
ROBIN TRUST	C/O LEONE A. WAYCIE 33 W. MONROE STREET, 21ST FLOOR CHICAGO, IL 60603	.000549
ROBIN'S CHILDREN'S TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000549
ROGE TRUST	C/O JERRY WEISS ONE NORTHFIELD PLAZA SUITE 400 NORTHFIELD, IL 60093	.000412
ROSEN, DAVID	56 ROGER ROAD NEW HAVEN, CT 06515	.072998

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
ROSEN DEC. ESTATE OF MAURICE L.	C/O SYLVIA ROSEN 3590 POINCIANA DRIVE, BLDG 4 APT. 213 LAKEWORTH, FL 33467	.145931
ROSEN TESTAMENTARY TRUSTS, HAROLD J., ROSLYN ROSEN LUND, TRUSTEE	C/O ROSLYN ROSEN LUND 2294 ELM RIDGE DRIVE NORTHBROOK, IL 60062	.145940
ROSENFELD, RICHARD A.	1418 WAVERLY ROAD HIGHLAND PARK, IL 60035	.052473
ROSENFELD, MARTIN G.	1040 LAKE SHORE DRIVE CHICAGO, IL 60611	.022957
ROSENFELD, ESTATE OF REEVA	1040 LAKE SHORE DRIVE CHICAGO, IL 60611	.000000
ROTH, MURIEL	7019 JEFFERSON STREET DES MOINES, IA 50322	.026446
RUDOLPH, ROBERT	1443 EAST 56TH STREET CHICAGO, IL 60637	.029151
SEA-NJ TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000020
SANOFSKY, LEONARD	23 SALEM ESTATES ST. LOUIS, MO 63124	.014060
SASS, EMIL	32903 N. FAIRFIELD RD. ROUND LAKE, IL 60073	.026446
SAUER, JAMIE A.	6623 COLUMBUS DRIVE MIDDLETON, WI 53562	.005987
SCHMICK TRUST, LENORE M.	1500 NORTH LAKE SHORE DRIVE CHICAGO, IL 60610	.000000
SCHMICK TRUST, LENORE M.	C/O A. F. STALEY III & H. STALEY 230 NORTH MICHIGAN AVE. 19TH FLOOR CHICAGO, IL 60601	.038950
SEA-N TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000020

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
SEA-NL TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000020
SEGAL, ALAN F.	224 MONSON COURT SCHAUMBURG, IL 60194	.002592
SHELDON'S CHILDREN TRUST	C/O JERRY WEISS ONE NORTHFIELD PLAZA SUITE 400 NORTHFIELD, IL 60093	.000412
SHOEMAKER, WILLIAM G.	5408 ALOHA DRIVE ST. PETERSBURG BEACH, FL 33706	.017629
SIEGAL, RICHARD A.	2 NORTH QUAIL RIDGE ROLLING HILLS, CA 90274	4.357767
SKIP-N TRUST	33 W. MUNROE, 21ST FLOOR CHICAGO, IL 60603	.000020
SKIP-NJ TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000020
SKYTOP TRUST	C/O DONALD GLASSBERG, TRUSTEE 33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.001360
SNYDESVILLE TRUST	C/O DONALD GLASSBERG, TRUSTEE 33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.001360
SOLICITER TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000042
SONNENFELD, CHARLOTTE H.	3930 NORTH PINE GROVE, APT. 1810 CHICAGO, IL 60613	.006611
SPECTOR, MORRIS	1550 N. STATE PARKWAY CHICAGO, IL 60610	.513009
SPRUCETOWN TRUST	C/O DONALD GLASSBERG, TRUSTEE 33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.001360
STALEY III, A.E.	230 N. MICHIGAN AVENUE CHICAGO, IL 60601	.154564

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
STALEY TRUST, WILLIAM D.	229 E. LAKE SHORE DRIVE CHICAGO, IL 60610	.072150
STALEY TRUST, ROBERT C.	5 MONTGOMERY DECATUR, IL 62522	.072150
STEPAN, PAUL	608 W. DEMING CHICAGO, IL 60614	.143258
STEPAN, STRATFORD	848 MONROE STREET DENVER, CO. 80206	.130613
STEPAN, JOHN	777 ROSEWOOD AVENUE WINETKA, IL 60093	.130613
STEPAN, F. QUINN	200 LINDEN WINETKA, IL 60093	.143258
STEPAN III, ALFRED C.	460 RIVERSIDE DR., APT. 112 NEW YORK, NY 10027	.130613
STEPAN, JR., ALFRED C.	76 WOODLEY ROAD WINETKA, IL 60093	.000000
STEPAN, JR., ESTATE OF ALFRED C.	C/O PAUL STEPAN, EXECUTOR 218 W. JEFFERSON STREET CHICAGO, IL 60606	1.540109
STEUER, JOSEPH T.	2900 14TH ST, N.W. NAPLES, FL 33940	.021645
STOCKBRIDGE TRUST	C/O DONALD GLASSBERG, TRUSTEE 33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.001360
SUNSHINE TRUST NO. 1	THREE FIRST NATIONAL PLAZA 22ND FLOOR CHICAGO, IL 60602	.000561
SUNSHINE TRUST NO. 2	THREE FIRST NATIONAL PLAZA 22ND FLOOR CHICAGO, IL 60602	.000561
SUNSHINE TRUST NO. 3	THREE FIRST NATIONAL PLAZA 22ND FLOOR CHICAGO, IL 60602	.000561

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
SUNSHINE TRUST NO. 4	THREE FIRST NATIONAL PLAZA 22ND FLOOR CHICAGO, IL 60602	.000561
SUNSHINE TRUST NO. 5	THREE FIRST NATIONAL PLAZA 22ND FLOOR CHICAGO, IL 60602	.000561
SUNSHINE TRUST NO. 6	THREE FIRST NATIONAL PLAZA 22ND FLOOR CHICAGO, IL 60602	.000561
SUNSHINE TRUST NO. 7	THREE FIRST NATIONAL PLAZA 22ND FLOOR CHICAGO, IL 60602	.000561
SUNSHINE TRUST NO. 8	THREE FIRST NATIONAL PLAZA 22ND FLOOR CHICAGO, IL 60602	.000561
SUSIE TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000037
THE HOLDING COMPANY	ADMINISTRATIVE ENTERPRISES 208 S. LASALLE STREET CHICAGO, IL 60604	.026930
TOBYHANNA TRUST	C/O DONALD GLASSBERG, TRUSTEE 33 W. MONROE STREET, 21ST FLOOR CHICAGO, IL 60603	.001360
TRUST AGREEMENT JOSEPH	C/O HILTON WOLF & ASSOC. 1628 N. SEDGWICK STREET CHICAGO, IL 60614	.004379
TRUST AGREEMENT M&M	C/O HILTON WOLF & ASSOC. 1628 N. SEDGWICK STREET CHICAGO, IL 60614	.002115
TRUST AGREEMENT M&W	C/O HILTON WOLF & ASSOC. 1628 N. SEDGWICK STREET CHICAGO, IL 60614	.001729
TRUST AGREEMENT WOLF	C/O HILTON WOLF & ASSOC. 1628 N. SEDGWICK STREET CHICAGO, IL 60614	.004374
TRUSTEES FOR TRUST G-10, S WYNN B GIDWITZ M COLEMAN	325 N. WELLS 10TH FLOOR CHICAGO, IL 60610	.008489

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
TRUSTEES FOR TRUST G-11, S WYNN B GIDWITZ M COLEMAN	325 N. WELLS 10TH FLOOR CHICAGO, IL 60610	.008483
TRUSTEES FOR TRUST G-12, S WYNN B GIDWITZ M COLEMAN	325 N. WELLS 10TH FLOOR CHICAGO, IL 60610	.008489
TRUSTEES FOR TRUST G-13, S WYNN B GIDWITZ M COLEMAN	325 N. WELLS 10TH FLOOR CHICAGO, IL 60610	.008489
TRUSTEES FOR TRUST G-14, S WYNN B GIDWITZ M COLEMAN	325 N. WELLS 10TH FLOOR CHICAGO, IL 60610	.008489
TRUSTEES FOR TRUST G-15, M COLEMAN S WYNN B GIDWITZ	325 N. WELLS 10TH FLOOR CHICAGO, IL 60610	.008483
TRUSTEES FOR TRUST G-16, M COLEMAN B GIDWITZ S WYNN	325 N. WELLS 10TH FLOOR CHICAGO, IL 60610	.008489
TRUSTEES FOR TRUST G-17, S WYNN B GIDWITZ M COLEMAN	325 N. WELLS 10TH FLOOR CHICAGO, IL 60610	.008489
TRUSTEES FOR TRUST G-18, B GIDWITZ M COLEMAN S WYNN	325 N. WELLS 10TH FLOOR CHICAGO, IL 60610	.008483
TRUSTEES FOR TRUST G-19, S WYNN B GIDWITZ M COLEMAN	325 N. WELLS 10TH FLOOR CHICAGO, IL 60610	.008489
TRUSTEES FOR TRUST G-20, M COLEMAN S WYNN B GIDWITZ	325 N. WELLS 10TH FLOOR CHICAGO, IL 60610	.008489
TRUSTEES FOR TRUST G-5, M COLEMAN S WYNN B GIDWITZ	325 N. WELLS 10TH FLOOR CHICAGO, IL 60610	.008489
TRUSTEES FOR TRUST G-6, S WYNN B GIDWITZ M COLEMAN	325 N. WELLS 10TH FLOOR CHICAGO, IL 60610	.008489
TRUSTEES FOR TRUST G-8, W WYNN B GIDWITZ M COLEMAN	325 N. WELLS 10TH FLOOR CHICAGO, IL 60610	.008489
TRUSTEES FOR TRUST G-9, S WYNN B GIDWITZ M COLEMAN	325 N. WELLS 10TH FLOOR CHICAGO, IL 60610	.008489
TRUSTEES FOR TRUST G-7, S WYNN B GIDWITZ M COLEMAN	325 N. WELLS 10TH FLOOR CHICAGO, IL 60610	.008489
TURNWOOD TRUST	C/O DONALD GLASSBERG, TRUSTEE 33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.001360

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
WALK-N TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000020
WALK-NJ TRUST	33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.000020
WALNER, HARVEY L.	230 W. MONROE CHICAGO, IL 60606	.109571
WEHMAN, MARILEE	940 FOREST GLEN WINETKA, IL 60093	.130858
WEISSBOURD, BERNARD	2737 N. SHERIDAN RD. EVANSTON, IL 60201	6.674569
WEISSBOURD, RICHARD	75 FAYERWEATHER STREET CAMBRIDGE, MA 02138	3.893499
WEISSBOURD, ROBERT AND MARIE	2112A NORTH HUDSON CHICAGO, IL 60614	3.893499
WEISSBOURD, BURTON	1618 BEAN'S BRIGHT N.E. BAINBRIDGE ISLAND, VA 98110	3.893499
WERNER, WILLARD	C/O 1ST METROPOLITAN BUILDERS 4258 NORTH CICERO CHICAGO, IL 60641	.011854
WILLIAMSTOWN TRUST	C/O DONALD GLASSBERG, TRUSTEE 33 W. MONROE, 21ST FLOOR CHICAGO, IL 60603	.001360
WODKA, WESLEY	C/O LAVENTHOL & HORWATH 300 SOUTH RIVERSIDE PLAZA CHICAGO, IL 60606	.008983
WODKA, ALEX	C/O LAVENTHOL & HORWATH 300 SOUTH RIVERSIDE PLAZA CHICAGO, IL 60606	.008983
WOLF, HAROLD H.	1530 N. DEARBORN PARKWAY APT. 25S CHICAGO, IL 60610	.052892
WOLF, HILTON L.	416 WEST ONTARIO CHICAGO, IL 60610	.052892

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
WOLFF, SHELDON	424 BROOKSIDE DRIVE WILMETTE, IL 60091	.017781
WYNN, SIRICHARD	1128 LINDEN AVENUE HIGHLAND PARK, IL 60035	.052892
YANOFF, MORRIS AND JUDITH AS JOINT TENANTS	6159 NORTH WOLCOTT AVENUE CHICAGO, IL 60660	.008817

(b) Metropolitan Life Insurance Company, a New York corporation, as general partner, with a 50% interest in MS.

3. Columbia Plaza Associates ("CPA"), a Massachusetts general partnership, with a .05% interest in the Partnership, consisting of:

(a) Ruggles-Bedford Associates, Inc., a Massachusetts corporation, as general partner, with a 60% interest in CPA.

The names, addresses (to the extent available) and percentage interests of all persons known to us who have or will have a direct or indirect beneficial interest in Ruggles-Bedford Associates, Inc. are as follows:

RUGGLES-BEDFORD ASSOCIATES, INC.
PRESIDENT: JOHN B. CRUZ, III

EDWARD W. BRICE, JR.	ONE STATE STREET SUITE 250 BOSTON, MA 02109	9.2907
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CRUZ DEVELOPMENT CORPORATION PRESIDENT: JOHN B. CRUZ, III	1 JOHN ELLIOT SQUARE ROXBURY, MA 02119	9.2907
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The shareholders of Cruz Development Corporation are as follows:

<u>Name/Address</u>	<u>Percentage Interest</u>
John B. Cruz, III 56 Eliot Street Jamaica Plain, MA 02130	75.0%

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
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John B. Cruz, Jr. 12 Schuyler Street Dorchester, MA 02121	25.0%
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LONG BAY MANAGEMENT COMPANY PRESIDENT: CECIL H. GUSCOTT	351 MASSACHUSETTS AVENUE BOSTON, MA 02115	9.2907
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The shareholders of Long Bay Management Company are as follows:

<u>Name/Address</u>	<u>Percentage Interest</u>
Kenneth I. Guscott 780 Boylston St., Apt. 16B Boston, MA 02199	33.4%
Cecil H. Guscott 5 Hartwell Street Boston, MA 02121	33.3%
George R. Guscott 26 Elm Hill Avenue Boston, MA 02121	33.3%

BBC REALTY CORPORATION PRESIDENT: RONALD A. HOMER	C/O BOSTON BANK OF COMMERCE 110 TREMONT STREET BOSTON, MA 02109	11.7549
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The shareholders of BBC Realty Corporation are as follows:

<u>Name/Address</u>	<u>Percentage Interest</u>
Boston Bank of Commerce Employee Stock Ownership Plan 110 Tremont Street Boston, MA 02108	35.0%
Community Development Finance Corporation of Massachusetts 131 State Street, Suite 600 Boston, MA 92109	10.0%
Edward W. Brooke Route 5, P.O. Box 270 Warrington, VA 22186	10.0%

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
Bertram M. Lee 270 Beacon Street Boston, MA 02116		10.0%
Ronald A. Homer 3 Goffe Road Lexington, MA 02173		10.0%
United South End/Lower Roxbury Community Development Corporation President: Syvalia Hyman, III 32 Rutlin Street Boston, MA 02118		5.0%
BERTRAM LEE	BML ASSOCIATES, INC. 60 STATE STREET SUITE 550 BOSTON, MA 02109	11.7549
BWR REALTY ASSOCIATES, INC. PRESIDENT: FLETCHER H. WILEY	C/O BUDD, WILEY, RICHLIN, P.C. 75 ARLINGTON STREET, SUITE 1010 BOSTON, MA 02116	9.2907

The shareholders of BWR Realty Associates, Inc. are as follows:

<u>Name/Address</u>	<u>Percentage Interest</u>
Wayne A. Budd 104 Lewis O. Gray Drive Saugus, MA 01906	50.0%
Fletcher H. Wiley 29 Fort Avenue Roxbury, MA 02119	30.0%
Dean Richlin 187 Bonad Road Chestnut Hill, MA 02163	20.0%

CAMPANA DEVELOPMENT ASSOCIATES, L.P. RESIDENT AGENT: CONSUELO G. THORNELL	38 LARCHMONT AVENUE DORCHESTER, MA 02124	4.6620
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The shareholders of Campana Development Associates, L.P. are as follows:

<u>Name/Address</u>	<u>Percentage Interest</u>
Consuelo G. Thornell, General Partner 38 Larchmont Street Dorchester, MA 02124	0.1%
Patricia Tapias 397A Shawmut Avenue Boston, MA 02118	38.5%
Julia Valentine P.O. Box 1386 Jamaica Plain, MA 02130	19.2%
Bernastine McCloud 337 Highland Avenue West Newton, MA 02165	19.2%
Joaquin Cortiello, III 770 Centre Street Jamaica Plain, MA 02130	11.5%
Rodolfo Rodriquez-Mangual P.O. Box 110 Newton, MA 02162	11.5%

TELEMAT LIMITED, INC.	507 SHAWMUT AVENUE	9.2907
PRESIDENT: PETER C.B. BYNOE	BOSTON, MA 02118	

The shareholders of Telemat Limited, Inc. are as follows:

<u>Name/Address</u>	<u>Percentage Interest</u>
Peter C.B. Bynoe 1030 N. State Street, Apt. 43C Chicago, IL 60610	100.0%

UNC VENTURES, INC.	711 ATLANTIC AVENUE	8.1918
PRESIDENT: EDWARD DUGGER, III	BOSTON, MA 02111	

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
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The shareholders of UNC Ventures, Inc. are as follows:

<u>Name/Address</u>	<u>Percentage Interest</u>
Morgan Community Development Corporation	5.0%
John Hancock Mutual Life Insurance Company 200 Berkeley Street Boston, MA	10.0%
Travelers Indemnity Company	5.0%
Aetna Life and Casualty Insurance Company	5.0%
The Northwestern Mutual Life Insurance Company	5.0%
Crum & Forster	2.5%
Board of Pensions - United Presbyterian Church	2.5%
Church Pension Fund	2.5%
Hartford Fire Insurance Company	2.5%
Harvard University	3.0%
Mutual Life Insurance Company of New York	5.0%
Mobil Oil Company Richard F. Tucker, President 150 E. 42nd Street New York, NY 10017	2.5%
Yale University	2.5%
Rockefeller Family	4.0%
The Dover Fund	2.5%
First Pennsylvania Corporation	2.5%
Pension Board of the United Christ	2.5%

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
Chevron U.S.A., Inc. William J. Price, President 431 Hillsborough Blvd. Hillsborough, CA		2.5%
CIGNA Corporation J.A. Barbera, President One E. First Street Reno, NV 89501		2.5%
Prudential Insurance Company of America		17.5%
Penn Mutual Life Insurance Company		2.5%
Ford Foundation		7.5%
Massachusetts Institute of Technology		2.5%
Trinity Church (NYC)		3.0%

UNC VENTURES II, L.P.	711 ATLANTIC AVENUE	3.5631
IDENT AGENT: EDWARD DUGGER, III	BOSTON, MA 02111	

The shareholders of UNC Ventures II, L.P. are as follows:

<u>Name/Address</u>	<u>Percentage Interest</u>
UNC Ventures, Inc., General Partner 711 Atlantic Avenue Boston, MA 02111	6.10%
Edward Dugger III, General Partner 118 W. Newton Street Boston, MA 02118	14.22%
Aeneas Venture Corporation	6.94%
Aetna Life & Casualty Company	4.54%
AVA Partners	4.54%
BankAmerica Capital Investments	4.55%

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
The First Church of Christ Scientist		2.31%
IBM Corporation John F. Akers, President Armonk, NY 10504		4.54%
ML-UNC Investment Inc.		4.54%
Metropolitan Life Insurance Company		6.81%
Mobil Oil Corporation Richard F. Tucker, President 150 E. 42nd Street New York, NY		6.81%
Morgan Community Development Corp.		2.27%
New York Life Insurance Company		4.54%
North Carolina Mutual Life Insurance Company		1.14%
Phoenix Mutual Life Insurance		2.35%
State Farm Mutual Life Insurance Company		9.06%
Time, Inc.		2.31%
Travelers Insurance Company		4.54%
UNC Ventures, Inc.		7.98%
BERNARD T. WEST	4 GRISTAILL LANE SOUTH NATICK, MA 01760	5.2614
HARRIS GIBSON, JR.	6 FOX HUNT LANE HARVARD, MA 01451	1.3986
JOHN & LOUISE BYNOE	82 HAROLD STREET BOSTON, MA 02119	1.3653
JOHN R. JENKINS	10 FARM HILL ROAD NATICK, MA 01760	4.9617

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
HASSAN MINOR, JR.	MADIGAN LANE HARVARD, MA 01451	0.1665
ROXBURY MULTI-SERVICE ' CENTER, INC. PRESIDENT: NATALIE CHRISTIAN MCIVER	317 BLUE HILL AVENUE ROXBURY, MA 02121	0.1665

RMSC is a Massachusetts non-profit corporation organized under the provisions of M.G.L. Chapter 180.

NORTHEAST AFFILIATES, INC. PRESIDENT: RICHARD L. TAYLOR	225 FRANKLIN STREET BOSTON, MA 02108	0.1665
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The shareholders of Northeast Affiliates, Inc. are as follows:

<u>Name/Address</u>	<u>Percentage Interest</u>
Richard L. Taylor 64 Harold Street Roxbury, MA 02119	51.0%
Pamela G. McDermott 201 Milton Street Dorchester, MA 02124	25.0%
Gregory P. Plunkett 100 Black Oak Road Weston, MA 02193	24.0%

- (b) Chinese Investment Limited Partnership, a Massachusetts limited partnership, with a 40% interest in CPA.

The names, addresses (to the extent available) and percentage interests of all persons known to us who have or will have a direct or indirect beneficial interest in Chinese Investment Limited Partnership are as follows:

CHINESE INVESTMENT LIMITED PARTNERSHIP

SIEW WONG TSO	92 LANCASTER TERRACE BROOKLINE, MA 02146	0.7
TSO FAMILY TRUST	92 LANCASTER TERRACE BROOKLINE, MA 02146	2.9

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
ANN M. HUANG	12 SOLOMON PIERCE ROAD LEXINGTON, MA 02173	3.6
HONG WEE YONG	92 BROWNE STREET BROOKLINE, MA 02146	3.6
WAI CHE YONG	92 BROWNE STREET BROOKLINE, MA 02146	3.6
WILSON WONG	56 ADDINGTON ROAD BROOKLINE, MA 02146	3.6
DAVID S. Y. WONG	56 ADDINGTON ROAD BROOKLINE, MA 02146	3.6
MARGARET WONG	56 ADDINGTON ROAD BROOKLINE, MA 02146	3.6
FRANK F. CHIN	197 GARDNER ROAD BROOKLINE, MA 02146	3.6
DAVIS WOO	5 BUCHANNAN ROAD ROSLINDALE, MA 02131	3.6
ILL CHENG	CHENG & TSUI COMPANY 25 WEST STREET BROOKLINE, MA 02146	3.6
CHENG YAO	39 DRABBINGTON WAY WESTON, MA 02193	3.6
LENA JUNG	21 BENVENUE STREET WELLESLEY, MA 02181	0.7
MARK JUNG	21 BENVENUE STREET WELLESLEY, MA 02181	2.9
THOMAS K. LIU	16 AUDUBON ROAD LEXINGTON, MA 02173	3.6
STANLEY CHEN	80 SHERBURNE CIRCLE WESTON, MA 02193	3.6
SIDNEY CHEN	80 SHERBURNE CIRCLE WESTON, MA 02193	3.6
PHILIP YOH	51 HORNE ROAD BELMONT, MA 02178	3.6

<u>Name</u>	<u>Address</u>	<u>% Interest</u>
YU SING JUNG	21 BENVENUE STREET WELLESLEY, MA 02181	0.7
ANDREA JUNG	21 BENVENUE STREET WELLESLEY, MA 02181	2.9
LAURA CHAN	14 RODGERS ROAD STONEHAM, MA 02180	3.6
WILLIAM D. CHIN	261 PAYSON ROAD BELMONT, MA 02178	3.6
CHUNG LEE	214 MASON TERRACE BROOKLINE, MA 02146	3.6
DORA LEE HSIUNG	95 WARREN STREET NEWTON CENTRE, MA 02159	3.6
LANNA YUEN	2 FIELDSTONE DRIVE WOBBURN, MA 01801	3.6
KWOK CHU NG	12 SHAILER STREET BROOKLINE, MA 02146	3.6
LIN NG	12 SHAILER STREET BROOKLINE, MA 02146	3.6
PAUL CHAN	71 JAMES STREET WEST NEWTON, MA 02165	3.6
CHINESE CONSOLIDATED BENEVOLENT ASSOCIATION	90 TYLER STREET BOSTON, MA 02111	10.0

- NOTE:
1. The percentages set forth in Metco Properties and Ruggles-Bedford Associates, Inc. have been rounded off and consequently, the percentages do not add up to 100 percent.
 2. Five years after the issuance of a building permit for the Kingston Bedford Essex Project (the "Building Permit Date"), Robert L. Green, III will have a 1.5 percent beneficial interest in the Kingston Bedford Joint Venture, which interest shall vest over a period of five years commencing with the Building Permit Date and vesting in full five years after the Building Permit Date. The interests of all other persons having a beneficial interest in Kingston Bedford Joint Venture will decrease proportionately commencing on the Building Permit Date.

This statement is made under the pains and penalties of perjury
this 15th day of June, 1989.

RUGGLES CENTER JOINT VENTURE,
a Massachusetts general partnership

By: METROPOLITAN/COLUMBIA PLAZA VENTURE,
a Massachusetts general partnership

By: METROPOLITAN STRUCTURES,
as general partner

By: Robert L. Green, III
Robert L. Green, III

LETTERS OF SUPPORT

MAYOR RAYMOND L. FLYNN

BERLENE HATCHER, PARCEL 18+ DEVELOPMENT TASK FORCE

RICARDO A. MILLET, UNITED WAY OF MASSACHUSETTS BAY

ROBERT McDONNELL, PARKLAND MANAGEMENT ADVISORY COMMITTEE

JEROME H. GROSSMAN, NEW ENGLAND MEDICAL CENTER HOSPITALS

DANETTE JONES, MADISON PARK DEVELOPMENT CORPORATION

MARVIN E. GILMORE, COMMUNITY DEVELOPMENT CORPORATION OF BOSTON

FRANCIS H. CHANG, ASIAN COMMUNITY HEALTH INSURANCE
PLANNING CENTER

RICHARD J. CHIN, SOUTH COVE YMCA

MARY REED, YWCA-BOSTON

CHAU-MING LEE, CHINESE AMERICAN CIVIC ASSOCIATION, INC.

FRANK CHEN, CHINESE ECONOMIC DEVELOPMENT COUNCIL, INC.

JANE S. LEUNG, BOSTON CHINESE YOUTH ESSENTIAL SERVICE

GEORGE JOE & HENRY SZETO,
CHINESE CONSOLIDATED BENEVOLENT ASSOCIATION

WILLIAM MOY & LUCY CHIN,
CHINATOWN/SOUTH COVE NEIGHBORHOOD COUNCIL



CITY OF BOSTON • MASSACHUSETTS

OFFICE OF THE MAYOR
RAYMOND L. FLYNN

June 29, 1989

Mr. Clarence Jones
Chairman
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201

Dear Mr. Jones:

This letter is written to endorse wholeheartedly the recommendations submitted to you which are necessary to expedite the Parcel to Parcel Linkage I Program. I strongly support the development plans and urge you to authorize the necessary agreements which will provide substantial community benefits and revenues to the City's Capital Fund. Documents for both parcels include: the Development Impact Project (DIP) Plan, the Planned Development Area (PDA) Application, the Sale & Construction Agreement, the Cooperation Agreement, the Community Benefits Memorandum of Understanding, and a Master Plan for Parcel 18.

The development concept for each parcel -- One Lincoln Street and Ruggles Center -- responds favorably to the mixed-use concept of the Parcel to Parcel Linkage I Program: the development of retail, hotel, cultural and office uses, complementing the goals and objectives of both the Parcel 18+ Task Force and the Chinatown/South Cove Neighborhood Council.

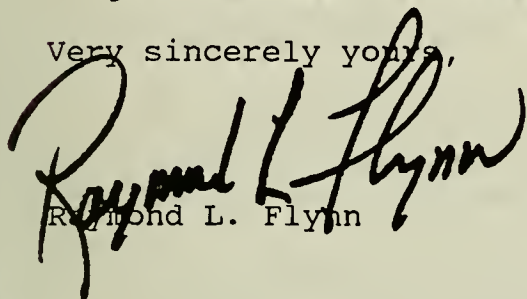
The public process that has brought this project to you today serves as a model of public/private cooperation, and all parties should be congratulated. Both the Chinatown and Roxbury communities have demonstrated unparalleled participation in the development process. Working closely with the BRA, the Commonwealth, the MBTA, and the developer, the community leadership has taken every opportunity to participate in the planning, design, and development of the Parcel to Parcel Linkage I Program.

Mr. Clarence Jones
June 29, 1989
Page Two

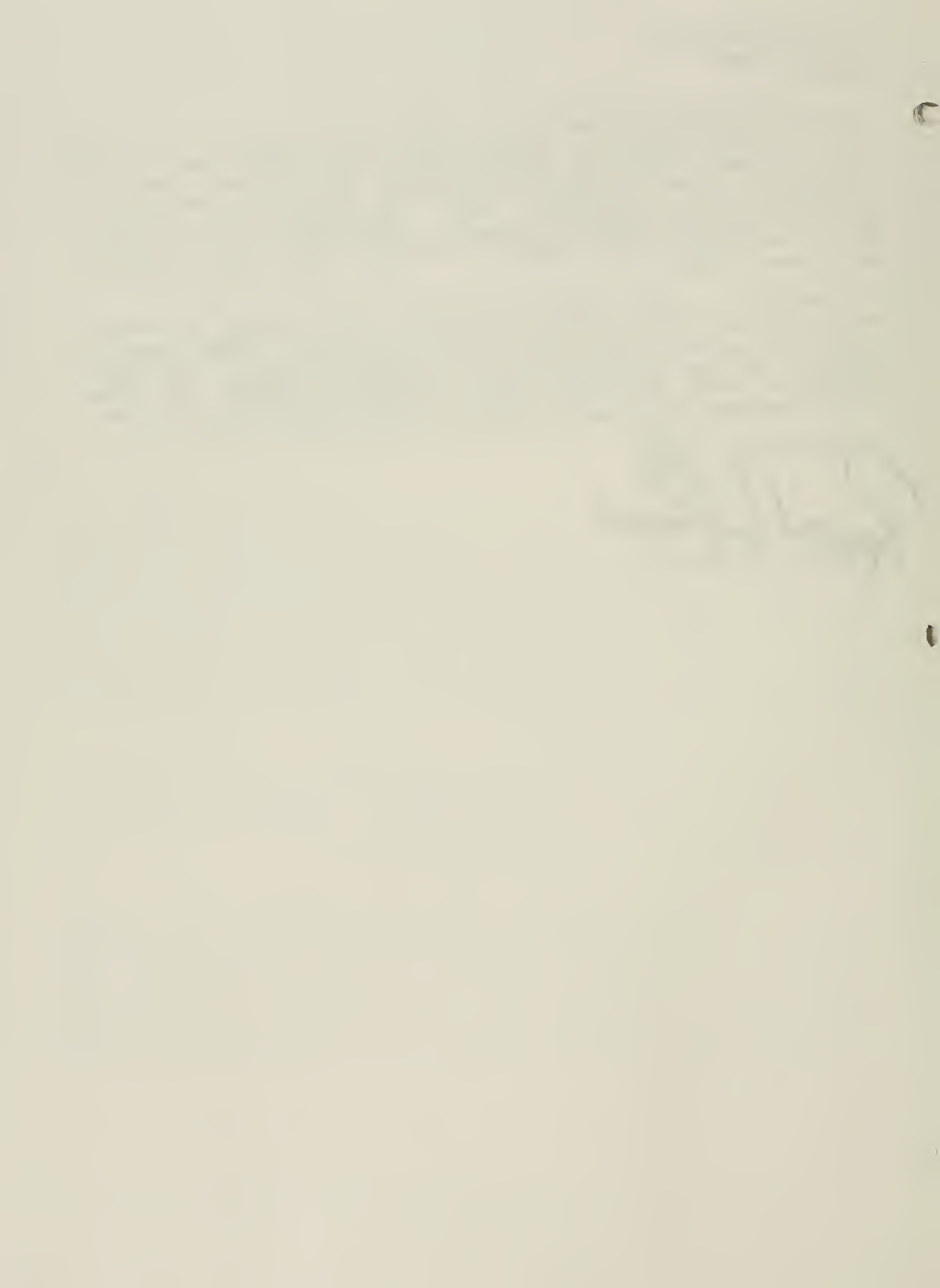
The public benefits that accrue from this project to both the City and the impacted neighborhoods are significant. The project's public benefits address several crucial needs relevant and specific to each community including: affordable housing, construction and permanent jobs, meaningful job training, expanded minority business enterprise opportunities, child care, and a self-sustaining financial future with the Community Development Fund.

The actions you take today will bring a new economy to Roxbury and Chinatown, and will serve as a catalyst for needed economic growth and private investment in the two communities. For these reasons, I urge the BRA Board's immediate approval of these actions in order to ensure that the Parcel to Parcel Linkage I Program becomes the latest landmark in our historic city.

Very sincerely yours,

A handwritten signature in dark ink, appearing to read "Raymond L. Flynn". The signature is stylized with a large, sweeping "R" and "F".

Raymond L. Flynn



Parcel 18+

Development Task Force

June 28, 1989

Mr. Clarence Jones, Chairman
Boston Redevelopment Authority
One City Hall Plaza 9th floor
Boston, Massachusetts 02201

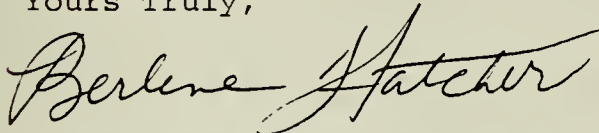
Dear Mr. Jones:

I fully support the Metropolitan/Columbia Plaza Associates Joint Venture in their effort to obtain approval of the Planned Development Area applications for both One Lincoln Street and Ruggles Center (Pl8) sites.

As Executive Director of Parcel 18 Task Force and an Advisory Panel member, I can attest to the many meetings held to develop a community benefits plan that would address the Developer's commitment to the Chinatown and Roxbury communities.

Approval of these applications would provide another giant step for the Parcel to Parcel Linkage I project.

Yours Truly,



Berlene Hatcher, Executive Director

The Government of India
Ministry of Education
New Delhi

1. The Government of India
Ministry of Education
New Delhi

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Ministry of Education
New Delhi

3. The Government of India
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New Delhi

4. The Government of India
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Ministry of Education
New Delhi

5. The Government of India
Ministry of Education
New Delhi

112 ROCKVIEW ST.
JAMAICA PLAIN, MA.
02130

6/28/89

MR. CLARENCE JONES, CHAIR
BOARD OF DIRECTORS
BOSTON REDEVELOPMENT AUTHORITY
BOSTON CITY HALL
BOSTON, MA. 02201

DEAR CHAIRMAN JONES,

THE PARKLAND MANAGEMENT ADVISORY COMMITTEE (PMAC) IS THE CITIZEN ADVISORY GROUP FOR THE SOUTHWEST CORRIDOR PARKLAND, EXTENDING FROM FOREST HILLS, THROUGH ROXBURY TO THE SOUTH END/BACK BAY. ON WEDNESDAY, JUNE 21ST WE INVITED REPRESENTATIVES FROM THE BRA AND METROPOLITAN/COLUMBIA PLAZA ASSOCIATES TO ATTEND OUR REGULAR MONTHLY MEETING AND MAKE A PRESENTATION ABOUT THEIR DEVELOPEMENT. OUR CONCERNS WERE THE IMPACT WHICH IT WOULD

HAVE ON THE PARK. QUESTIONS WERE RAISED
ABOUT ACCESS TO THE PARK, TRAFFIC, SIGNALS,
PARK FURNITURE AND BIKE PATHS. IT IS
FAIR TO CHARACTERIZE THEIR RESPONSES AS
SENSITIVE AND CONCILIATORY. WHILE NO FORMAL
VOTE WAS TAKEN, THE VAST MAJORITY OF
OUR MEMBERSHIP, I'M SURE, ENDORSES AND
SUPPORTS METROPOLITAN / COLUMBIA PLAZA
AND LOOKS FORWARD TO THE MAGNIFICENT
CONTRIBUTION IT WILL MAKE TO AND FOR
ROXBURY AND BOSTON.

SINCERELY

Robert S. McDermott

CHAIR, PMAC

Two Liberty Square
Boston, MA 02109-3966
(617) 482-8370

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Secretary
Robert E. Cowden, III, Esq.
Partner
Casner, Edwards & Roseman

28 June 1989

Clarence Jones
Chairman
Boston Redevelopment Authority
One City Hall Square - 9th Floor
Boston, MA 02201

Dear Mr. Jones,

I am writing in support of the Planned Development area as proposed by Metropolitan/Columbia Plaza Venture for One Lincoln Street and Ruggles Center.

I have had an opportunity to watch the progress of the project from its inception to its current stage in the development process. I think you will find that this project, the first of the Parcel-to-Parcel Linkage projects, has adhered to following a community process which has facilitated maximum community input. The public benefits to be generated by the project are laudable. The development concept and proposed schematic designs will serve to enhance the aesthetic and economic viability of their respective development areas.

The above reasons represent the basis for my request that the BRA Board of Directors support the PDA approval for both Ruggles Center and One Lincoln Street on June 29, 1989.

Thank you for your consideration.

Sincerely,


Ricardo A. Millett
Senior Vice President of Planning

RAM:bl

xc: Paul K. Chan



New England
Medical Center Hospitals

Jerome H. Grossman, M.D.
President

1796 Boston Dispensary
1894 Floating Hospital for Infants and Children
1938 Pratt Clinic
1948 New England Center Hospital
1958 Rehabilitation Institute

The principal teaching
hospitals for Tufts University
School of Medicine

750 Washington Street
Boston, Massachusetts 02111
Telephone: (617) 956-5000

June 26, 1989

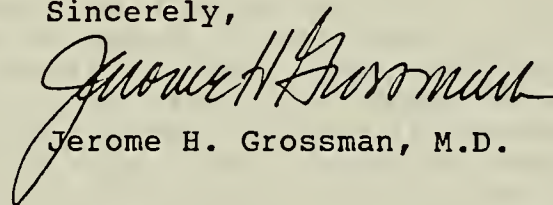
Mr. Clarence Jones, Chairman
Boston Redevelopment Authority
One City Hall Plaza
Boston, MA 02201

Dear Mr. Jones:

We at New England Medical Center want to reconfirm our strong support for Metropolitan/Columbia Plaza Venture in their effort to develop the One Lincoln Street project. We wrote to the BRA Board last January voicing our support, and continue to believe that this project will contribute significantly to the betterment of the Chinatown and Center City communities. Further, we are pleased that MWRA selected the Ruggles Center site for their new headquarters and believe this will encourage further economic improvements in the Roxbury area.

The attractive design of these two projects and the extensive community benefits resulting from these developments leads us to support their application for designation as a Planned Development Area.

Sincerely,


Jerome H. Grossman, M.D.

JHG/jme



Madison Park Development Corporation
122 DeWitt Drive Roxbury, Massachusetts 02120 (617) 445-1061

Madison Park Village

June 23, 1989

Mr. Clarence Jones
Chairman
Boston Redevelopment Authority
One City Hall Plaza
Boston, MA 02201

RE: Ruggles Center/One Lincoln Street
Planned Development Area Applications

Dear Mr. Jones:


I understand that on June 29, 1989 the Boston Redevelopment Authority will have on its agenda the Planned Development Area applications from Metropolitan/Columbia Plaza Venture for sites at One Lincoln Street and Ruggles Center. Approval of these applications by the BRA represents an important step towards final BRA designation, and thus the development of sites which will mean economic development and revitalization of the lower Roxbury community.

As you know, Madison Park Development Corporation under the leadership of its founder Ralph D. Smith, served as one of the leaders in creating the vision which led to the formation of the Southwest Corridor Plan and the Parcel 18+ Task Force. Madison Park Development Corporation's involvement with the development and redevelopment of the lower Roxbury community spans a period of activism and commitment of over twenty-three years.

It is with this history of community involvement and community participation that we support the Planned Area Development applications of the Metropolitan/Columbia Plaza Venture. We have been actively involved in the Parcel 18+ Task Force meetings over the past several years and know the history of these proposals. We have reviewed the preliminary community benefits package and are encouraged by the proposals which detail child care, minority business, jobs and job training, linkage contributions and other benefits. We look forward to the finalization of the community benefits package and its inclusion in the developer's final designation plan to be submitted to the Boston Redevelopment Authority sometime in the future.

I am not able to attend the hearing of the BRA on these applications. However, I am available to answer questions that members of the Board may have. Please feel free to contact me.

Sincerely,


Danette Jones
Executive Director





June 27, 1989

Marvin E. Gilmore Jr.
General Manager

Clarence Jones
Chairman
Boston Redevelopment Authority
One City Hall
9th Floor
Boston, MA 02201

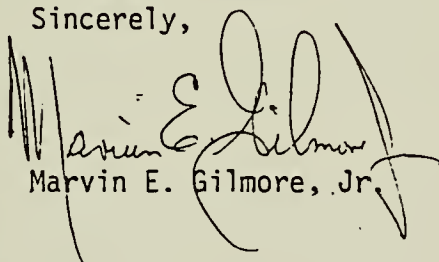
Dear Mr. Jones:

I am writing in support of the Planned Development Area (PDA) applications for both the One Lincoln Street and Ruggles Center sites on the part of Metropolitan/Columbia Plaza Venture. Both sites offer considerable benefits to both the Chinatown and Roxbury communities.

We have been part of the evolution of this exciting project since we helped organize the Parcel 18+ Task Force in 1976. We are pleased that the project is moving closer to reality.

To this end, I encourage the BRA Board to give an affirmative vote to the PDA applications. Thank you in advance for your cooperation.

Sincerely,



Marvin E. Gilmore, Jr.

/vfs

cc: CDC Board of Directors

ASIAN COMMUNITY HEALTH INSURANCE PLANNING CENTER

322 Tremont Street • Boston, MA 02116 • (617) 654-2946

Copy
Dover
WDD

23 June 1989

Mr. Clarence Jones, Chairman
Boston Redevelopment Authority
One City Hall Plaza
Boston, MA 02201

Dear Mr. Jones,

I would appreciate the BRA Board's and your approval of Metropolitan/Columbia Plaza Venture's applications for the Planned Development Area zoning requests on One Lincoln Street and Ruggles Center. Our support for the development team remains firm and we urge you to continue to help it in its effort to gain final designation.

Sincerely,

Francis H. Chang, Sr.

Francis H. Chang
Principal Investigator



South Cove YMCA / 56 Tyler Street, Boston, Massachusetts 02111 / 426-2237

June 22, 1989

Mr. Clarence Jones . Chairman
Boston Redevelopment Authority
One City Hall Square - 9th Floor
Boston, MA. 02201

Dear Mr. Jones:

I would like to take this opportunity to express our support for the Metropolitan/Columbia Plaza Venture's application for Planned Development Area approval for the One Lincoln Street and Ruggles Center projects.

The MCPV group has assembled an excellent team of experts and professionals who are going to bring exciting projects to Boston and offer immediate benefits to the Roxbury and Chinatown communities.

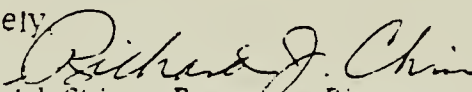
From the design and planning of the buildings to the involvement of the neighborhoods, the MCPV team has set an industry example in Boston on how to pull together the multitude of developer, city, and community representatives to work together for the best possible development package.

The composition of the team with the minority developer component offers the African-American and Asian-American communities a renewed sense of inclusion in the partnership building of a better Boston. Residents of these communities while benefiting from tangibles, have also gained from their participation in the democratic process of determining part of their neighborhood's future. In these areas, it will not only be the buildings that will be growing.

As the Chair of the Chinatown Neighborhood Council's Child Care Committee, I have had the chance to work along with members of the Roxbury and Parcel 18 Child Care Task Force and the developer's in planning a child care benefits package that is very favorable to all.

I would like to strongly encourage that the BRA Board of Directors give full consideration to granting the approvals for the MCPV's request for PDA applications on June 29th.

Sincerely,


Richard J. Chin, Executive Director

cc: Robert Green - MCPV
George Joe, CNC





June 28, 1989

Clarence Jones
Chairman
Boston Redevelopment Authority
1 City Hall Square, 9th floor
Boston, MA 02201

Dear Mr. Jones,

I am writing to confirm my support for the Planned Development Area (PDA) applications submitted for the One Lincoln Street and Ruggles Center Development by Metropolitan - Columbia Plaza Venture.

Notwithstanding its attractive physical development plan, it is my sense that the development of these projects will not only serve to enhance the quality of life for the residents of Chinatown and Roxbury but also the residents of the City of Boston. The attractive designs and development concept of these projects and their extent of community benefits leads me to request your overwhelming support for the requested PDA approval.

Thank you.

Sincerely,

Mary Reed
Executive Director

Metropolitan Administration
140 Clarendon Street
Boston, MA 02116
Tel. 536-7940

Aswalos House
246 Seaver Street
Dorchester, MA 02124
Tel. 442-9645

Child Care
1010 Massachusetts Avenue
Roxbury, MA 02118

Berkeley Residence
40 Berkeley Street
Boston, MA 02116
Tel. 482-8850

Melnea A. Cass
140 Clarendon Street
Boston, MA 02116
Tel. 536-7940

West Suburban
251 West Central Street
Natick, MA 01760
Tel 235-5613, 653-4464

Mary L. Reed
Executive Director

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華美福利會

CACAA

CHINESE AMERICAN CIVIC ASSOCIATION, INC.
90 TYLER STREET BOSTON, MA. 02111

June 27, 1989

Mr Clarence Jones
Chairman
Boston Redevelopment Authority
One City Hall Plaza
9th Floor
Boston MA 02201

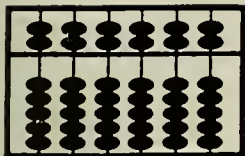
Dear Mr Jones

We urge your approval of Metropolitan/Columbia Plaza Venture's applications in their hearing this Thursday, June 29th. It is critical to our service to the Chinese community as much of our future funding planning depends on the linkage, stemming from their excellent project.

Sincerely

Chau-ming Lee
Executive Director





CEDC Counts On You

華人經濟發展協會
Chinese Economic Development Council, Inc.

31 Beach Street, Boston, Massachusetts 02111

Tel. (617) 482-1011

June 28, 1989

Mr. Clarence Jones
Chairman
Boston Redevelopment Authority Board
9th Floor - City Hall Plaza
Boston, MA 02201

Dear Mr. Jones:

As Metropolitan/Columbia Plaza Venture comes before you with their PDA applications for One Lincoln Street and Ruggles Center, we want you to know of our continuing support for their projects. We hope you will do the same by approving their applications so they can move closer to final designation.

Very Truly Yours,

Frank Chen
Executive Director

FC/cb



June 26, 1989

Boston
Chinese:
Youth
Essential
Service

Mr. Clarence Jones, Chairman
Boston Redevelopment Authority
One City Hall Plaza/9th Floor
Boston, MA 02201

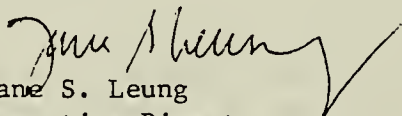
Dear Mr. Jones:

Metropolitan/Columbia Plaza Venture, as I understand, have made Planned Development Area applications for their projects on One Lincoln Street and at Ruggles Center. I am pleased to join other Chinatown organizations in urging you to approve their requests. I am confident that they will develop buildings of which Boston will be proud, and which will improve the impacted neighborhoods.

華人青年
協助會

199 Harrison Ave.
Boston, MA 02111
(617) 482-4243

Sincerely,


Jane S. Leung
Executive Director

華埠/南灣社區議會

CHINATOWN/SOUTH COVE NEIGHBORHOOD COUNCIL

SUITE 203
65 HARRISON AVENUE
BOSTON, MASSACHUSETTS 02111
TELEPHONE (617) 426-8858

June 21, 1989

Mr. Clarence J. Jones
Chairman
Boston Redevelopment Authority
One City Hall Plaza
Boston, MA 02201

Dear Chairman Jones:

As Chairman for the Chinatown/South Cove Neighborhood Council, I am writing in support for the Parcel to Parcel Project 1 application for PDA approval for both One Lincoln Street and the Ruggles Center sites.

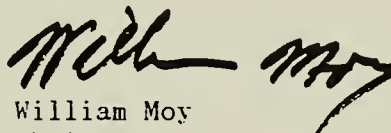
The Parcel to Parcel Challenge provides the opportunity and the commitment by MCPV to make a fixed sum contributions from One Lincoln Street project, with contributions to the community development funds totalling over \$10,000,000 over a ten year period from the start of construction.

As the Mayor stated: "This project is important to Boston, it will help to build a future opportunity for all Bostonians, regardless of the color of their skin."

The Chinatown Neighborhood Council is convinced that the Parcel to Parcel Linkage Project is a new opportunity, a new challenge and most important, the formulation of an economic bridge between two neighborhoods.

This effort by the development team of MCPV has been hailed as the "Spirit of Cooperation" between the city and Boston's minorities. This unprecedented development promises to become a model for the nation.

Sincerely,



William Moy
Chairman
Chinatown Neighborhood Council

華埠/南灣社區議會

CHINATOWN/SOUTH COVE NEIGHBORHOOD COUNCIL

SUITE 203
65 HARRISON AVENUE
BOSTON, MASSACHUSETTS 02111
TELEPHONE (617) 426-8858

June 29, 1989.

Mr. Clarence J. Jones
Chairman
Boston Redevelopment Authority
Boston, Ma 02201

Dear Chairman Jones:

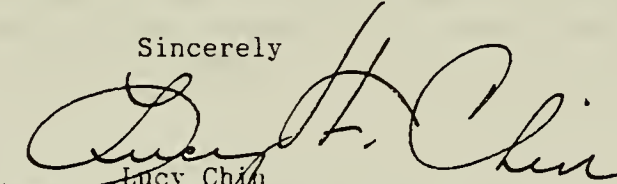
As a member of the Advisory Panel for the Parcel to Parcel Linkage Project. I would urge the BRA board to approve the Planned Development Area (PDA) application for both the One Lincoln Street and Ruggles Center sites as submitted by Metropolitan/Columbia Plaza venture.

Working together with our friends and neighbors of Roxbury on issues of Job Training, Child Care, and Minority Business Enterprise has brought two communities together as one.

Minority Business Enterprise is important to a community like Chinatown. It not only means more jobs but Economic Development for the area. It will also help to improve services and provide a fixed income over time not subject to market conditions as would otherwise have been the case.

Once again, Thank you for your time and consideration.

Sincerely


Lucy Chin
Neighborhood Advisory Committee

華埠/南灣社區議會

CHINATOWN/SOUTH COVE NEIGHBORHOOD COUNCIL

SUITE 203
65 HARRISON AVENUE
BOSTON, MASSACHUSETTS 02111
TELEPHONE (617) 426-8858

June 29. 1989

Clarence J. Jones
Chairman
Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201

Dear Chairman Jones:

Good Afternoon! My name is George Joe, I am the Executive Director for the Chinatown/South Cove Neighborhood Council, but this afternoon, I am wearing a different hat, that of interim Director for the newly formed Asian/American Chinatown Business Association.

The Business Association will be the voice for nearly 250 small and large business in the Chinatown geographic boundaries and those members serving outside the district. The Metropolitan/Columbia Plaza Venture team is part of this association and its concept.

Through the effort of Metropolitan/Columbia Plaza, Jobs and Job Training will be created, with at least 50% of total employee hours in each trade targeted for Boston residents, 25% to minorities, and 10% to women.

The combined projects will generate over \$1,500,000 in job training linkage funds for residents of Chinatown and Roxbury. A minimum of 30% of all development-related contracts generated by the projects, are reserved for minority and women business enterprises. Also, a portion of the commercial space in each project will be made available to MBE at affordable rents.

A \$400,000 Challenge Grant will be contributed by the developer for on-the-job training for minorities in real estate development.

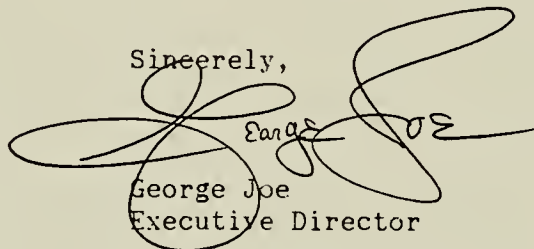
The Asian/American Chinatown Business Association is convinced that the Kingston/Bedford Project is a new opportunity, a new challenge for Chinatown and most important to form a economic bridge between Chinatown and Roxbury.

This effort by the development team of Metropolitan/Columbia Plaza Venture has been hailed as the "Spirit of Cooperation" between the city and Boston's minorities. This unprecedented development promises to become a model for the nation.

Through the success and hard work between Chinatown, Roxbury and "The Team", we can show the people of Boston and the nation what we can accomplish through hard work and perseverance.

The Asian/American Chinatown Business Association support this effort and will continue to work towards the future.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read "George Joe". The signature is written over the printed name and title.

George Joe
Executive Director

紐英崙中華公所

CHINESE CONSOLIDATED BENEVOLENT ASSOCIATION

6-28-1989

MEMBERS

American Legion,
Chinatown Post #328
Chinese American Civic
Association
Chinese Economic
Development Council
Chinese Evangelical Church
Chinese Freemason's
Association
Chinese Merchants
Association
Chinese Women's Club
of New England
Hip Sing Association
Hoy Kew Association
Kew Sing Music Club
Kuo Min Tang
Ni Lun Association
South Cove YMCA
Eng Family Association
Fung Luen Association
Gee Family Association
Gee How Oak Tin
Association
Gee Tuck Sam Tuck
Association
Goon Family Association
Jew Loon Association
Lam Family Association
Lee Family Association
Leung Family Association
Lung Kong Association
Moy Family Association
Soo Yuen Family Association
Wong Family Association
Yee Family Association

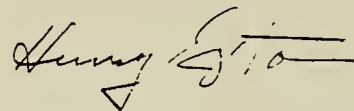
Mr. Clarence Jones
Chairman
Boston Redevelopment Authority
One City Hall Plaza
9th Floor
Boston, Ma 02201

Dear Mr. Jones:

We are pleased to inform you that the Chinese Consolidated Benevolent Association is firm in its support of Metropolitan/Columbia Plaza Venture. Their plans have community approval because they have consistently worked with the Roxbury and Chinatown neighborhoods. As they reach each step of the important development process, we are anxiously looking forward to the many benefits their projects will bring to each community.

We urge your approval of their PDA applications and take this opportunity to thank you for allowing them to progress to this point.

Yours Sincerely,



Henry Szeto
Presidnet

